



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

सोमवार, 22 मार्च, 2021 / 1 चैत्र, 1942

हिमाचल प्रदेश सरकार

ENVIRONMENT, SCIENCE & TECHNOLOGY DEPARTMENT

NOTIFICATION

Shimla-171002, 16th March, 2021

No. STE-A (3)-1/2020.—In continuation of this Department's notification of even number dated 21st April, 2016, in exercise of the powers vested under Section 3 of the HP Public Services Guarantee Act, 2011, the Governor, Himachal Pradesh is pleased to notify the following services

in addition to already notified services, Designated Officers and Appellate Authorities there under for providing the services within the prescribed time limits relating to the State Pollution Control Board, Himachal Pradesh for the purpose of the aforesaid Act:—

Sl. No	Title of Services	Designated officers	Particulars	Timelines as prescribed under concerned Acts/Rules (in days)	Designation of Appellate Authority
1	2	3	4	5	6
18.	Grant of Authorisation under the Hazardous and other Waste (Management and Transboundary Movement) Rules, 2016 as amended time to time.	Member Secretary	All such industries/units where power to decide Grant/Renewal of Consent under the Water Act, 1974 and Air Act, 1981 has been delegated. Transporters of hazardous waste. Industries/Units carrying out operation requiring recycling of hazardous waste as listed in Schedule- IV and or utilization of hazardous waste under Rule 9 of Hazardous and other Wastes (Management and Transboundary Movement) Rules, 2016.	With in 120 days on receipt of complete application in all respect.	Chairman, HPSPCB
		SEE at Head office	All such industries/units where power to decide Grant/Renewal of Consent under the Water Act, 1974 and Air Act, 1981 has been delegated to concerned Unit Head(s) at Head Office level.	Within 120 days on receipt of complete application in all respect.	Member Secretary
		Regional Officer(s) (SEE/EE/AEE)	All such industries/units where power to decide Grant/Renewal of Consent under the Water Act, 1974 and Air Act, 1981 has been delegated to the Environmental Engineer/ Regional Officer(s) (SEE/EE/AEE) except the industries/units engaged in recycling or reprocessing of hazardous waste under Rule 9 of Hazardous and other Wastes (Management and Transboundary Movement) Rules, 2016.	With in 120 days on receipt of complete application in all respect.	Member Secretary, HPSPCB
46.	Approval for garbage disposal and sewage	Member Secretary	Municipal Corporations Municipal Councils.	Within 60 days on receipt of	Chairman, HPSPCB

	discharge in term of grant of Authorisation under Solid Waste Management Rules, 2016 as amended time to time.	Regional Officer(s) (SEE/EE/A EE)	Nagar Panchayats Cantonment Boards.	complete application in all respect.	Member Secretary, HPSPCB
60.	Registration/Renewal under Plastic Waste (Management and Handling) Rules, 2016 and as amended time to time.	Member Secretary	Producer Brand Owner Manufacturer Recycler.	Within 90 days on receipt of complete application in all respect.	Chairman, HPSPCB
61.	Registration/Re-newal under E-waste (Management and Handling) Rules, 2016 as amended time to time.	Regional Officer(s) (SEE/EE/A EE).	Every manufacturer, producer, consumer, bulk consumer, collection centre, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule-I of the Rules <i>ibid.</i>	Within 120 days on receipt of complete application in all respect.	Member Secretary, HPSPCB

By order,

KAMLESH KUMAR PANT, IAS
Pr. Secretary (Env. Sci. & Tech.).

हिमाचल प्रदेश तेरहवीं विधान सभा

अधिसूचना

शिमला-4, 20 मार्च, 2021

सं०: वि०स०-विधायन-प्रा०/1-1/2018.—हिमाचल प्रदेश विधान सभा 20 मार्च, 2021 को सम्पन्न हुई बैठक की समाप्ति पर अनिश्चित काल के लिए स्थगित हुई।

यशपाल शर्मा,
सचिव,
हि० प्र० विधान सभा।

HIMACHAL PRADESH THIRTEENTH VIDHAN SABHA**NOTIFICATION***Shimla-4, the 20th March, 2021*

No. V.S.-Legn.-Pre/1-1/2018.—The Himachal Pradesh, Legislative Assembly adjourned sine-die with effect from the close of its sitting held on the 20th March, 2021.

YASH PAUL SHARMA,
Secretary,
H.P. Vidhan Sabha.

LABOUR AND EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-2, the 2nd February, 2021*

No. Shram(A) 6-2/2020 (Awards) Dharamshala.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor, Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the Presiding Officer, Labour Court Dharamshala on the website of the Department of Labour & Employment Government of Himachal Pradesh:—

Sl. No.	Ref. No.	Petitioner	Respondent	Date of Award/ Order
1.	91/19	Onkar Singh	Dir. M/s Raheja Hydro Power	02-11-2020
2.	183/17	Arjun Singh	Dir. M/s Raheja Hydro Power	03-11-2020
3.	863/16	Sher Singh	E.E. HPPWD, Nurpur & other	03-11-2020
4.	96/06	Joginder Singh	MDHP Financial Corp., Shimla	05-11-2020
5.	133/19	Ankaj Verma	M/s Kailash Print Media, Sasan	07-11-2020
6.	155/17	Harish Kumar	D.F.O. Suket	12-11-2020
7.	357/16	Chet Ram	D.F.O. Suket	12-11-2020
8.	356/16	Bhagat Ram	D.F.O. Suket	13-11-2020
9.	10/19	Varinder Singh	M/D Amartex Industries & other	18-11-2020

By order,

KAMLESH KUMAR PANT, IAS,
Principal Secretary (Lab. & Emp.).

**IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Ref. No. : 91/2019
Date of Institution : 01-8-2019
Date of Decision : 02-11-2020

Shri Onkar Singh s/o Shri Gagan Singh, r/o V.P.O. Dharoh, Tehsil Dharamshala, District Kangra, H.P. ..Petitioner.

Versus

Director, M/s Raheja Hydro Power Project, Gaj-II, SHP, Village Diara, Tehsil Dharamshala, District Kangra, H.P. ..Respondent.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Petitioner in person with Sh. Santosh Kumar,
Legal Aid Counsel.

For the Respondent : Sh. Dilbag Singh, Assistant Project Manager,
Dharamshala.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether the termination of services of Shri Onkar Singh s/o Shri Gagan Singh, r/o V.P.O. Dharoh, Tehsil Dharamshala, District Kangra, H.P. by the Director, M/s Raheja Hydro Power Project, Gaj-II, SHP, Village Diara, Tehsil Dharamshala, District Kangra, H.P. *w.e.f.* 02-04-2016 after conducting domestic enquiry and without affording adequate/sufficient opportunities in the domestic enquiry, as alleged by the workman, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?”

2. The case is listed for appearance of both these parties but, however, Shri Onkar Singh (petitioner) has made the below given statement in the Court today:—

“ब्यान किया कि उपरोक्त (Ref. No. 91/2019) को मैं न चलाना चाहता हूँ क्योंकि मेरा प्रतिवादी से समझौता हो गया है। इसे दाखिल दफ्तर किया जावे।”

3. In view of the above statement, this reference/claim petition is withdrawn as compromised. Parties to bear their own costs.

4. The reference is answered in the aforesaid terms.

5. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 2nd day of November, 2020.

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No. : 183/2017
Date of Institution : 16-8-2017
Date of Decision : 03-11-2020

Shri Arjun Singh s/o Shri Bhagat Ram, r/o Village Diara, P.O. Tatarani, Tehsil Dharamshala, District Kangra, H.P. *..Petitioner.*

Versus

Director, M/s Raheja Hydro Power Project, Gaj-II, SHP, Village Diara, Tehsil Dharamshala, District Kangra, H.P. *..Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Petitioner in person with Sh. Gaurav Sharma, Legal Aid Counsel.
For the Respondent : Sh. Dilbag Singh, Assistant Project Manager, Dharamshala

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether the termination of the services of Shri Arjun Singh s/o Shri Bhagat Ram, r/o Village Diara, P.O. Tatarani, Tehsil Dharamshala, District Kangra, H.P. by the Director, M/s Raheja Hydro Power Project, Gaj-II, Village Diara, Tehsil Dharamshala, District Kangra, H.P. *w.e.f.* 22.02.2016 *vide* order dated 15.02.2016 (copy enclosed) on the basis of domestic enquiry and without affording adequate/sufficient opportunities in the domestic enquiry, as alleged by the workman, without complying the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief of service benefits and amount of compensation the above aggrieved workman is entitled to from the above employer/management?”

2. The case is listed for appearance of both these parties but, however, Shri Arjun Singh (petitioner) has made the below given statement in the Court today:—

“ब्यान किया कि उपरोक्त (Ref. No. 183/2017) को मैं न चलाना चाहता हूं क्योंकि मेरा प्रतिवादी से समझौता हो गया है। इसे दाखिल दफ्तर किया जावे।

3. In view of the above statement, this reference/claim petition is withdrawn as compromised. Parties to bear their own costs.

4. The reference is answered in the aforesaid terms.

5. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 3rd day of November,

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No.	: 863/2016
Date of Institution	: 26-11-2016
Date of Decision	: 03-11-2020

Shri Sher Singh s/o Shri Chatro Ram, r/o Village and Post Office Aund, Tehsil Nurpur, District Kangra, H.P. *..Petitioner.*

Versus

1. The Executive Engineer, H.P.P.W.D. Division, Nurpur, Tehsil Nurpur, District Kangra, H.P.

2. The Executive Engineer, H.P.P.W.D. Division, Jawali, Tehsil Nurpur, District Kangra, H.P. *..Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	: Sh. Mukul Vaid, Adv. Vice
For the Respondent(s)	: Sh. Anil Sharma, Dy. D.A.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether alleged termination of services of Shri Sher Singh s/o Shri Chatro Ram, r/o Village and Post Office Aund, Tehsil Nurpur, District Kangra, H.P. during May, 1987 by

(1) The Executive Engineer, H.P.P.W.D. Division, Nurpur, Tehsil Nurpur, District Kangra, H.P. (2) The Executive Engineer, H.P.P.W.D. Division, Jawali, Tehsil Nurpur, District Kangra, H.P., who had worked on daily wages and has raised his industrial dispute after about 25 years *vide* demand notice dated-nil-received on 29.11.2012, without complying the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, keeping in view of delay of about 25 years in raising the industrial dispute, what amount of back wages, seniority, past service benefits and compensation the above ex- worker is entitled to from the above employer/management?"

2. The case of the petitioner as it emerges from the statement of claim is that he was engaged by Himachal Pradesh Public Works Department on daily basis in the year 1985 in HPPWD Division, Nurpur and had worked as such upto the year 1990. He had completed 240 days in twelve calendar months from the date of his retrenchment and many juniors were retained. HPPWD Division Nurpur was involved in the construction and maintenance of roads, building and bridges, besides the repair and maintenance of tools and plants etc. and the patch work of metalled roads. The petitioner had worked for the preparation of roads with many juniors, retained by the employer and also with the re-engaged employees as detailed in para no. 3 of the petition. The petitioner had worked under various mates. More than 1000 workers were engaged for a number of years by HPPWD Division Nurpur and in the year 1990 a pick and choose policy was adopted and the petitioner along-with some other daily waged workers were retrenched on the false assurance that they would be retained after some time, declaring them surplus. Respondent no.1 had illegally terminated/retrenched the services of the petitioner in the year 1990 and the juniors mentioned in para 3 of the petition were re-engaged on 25.5.2010. After his oral termination, many verbal requests were made by the petitioner to the department and he was being given the assurance that he would be engaged after three or four months. When nothing was heard from the side of the department, the petitioner had communicated in writing for his re-engagement on daily wage basis, but without success. The action of the employer in orally terminating the services of the petitioner is violative of the provisions of Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for short). No notice was served upon him. The provisions of Sections 25-G, 25-H and 25-N of the Act have also been violated. The petitioner is having no source of income and is unemployed since his disengagement, hence he is entitled to full back wages, as his termination/retrenchment is illegal and arbitrary. The petitioner, thus, prays for his re-engagement with all consequential benefits.

3. On notice, the respondents appeared. They filed a joint reply taking preliminary objections, regarding lack of maintainability and that the petition was bad on the grounds of delay and laches. The contents of the petition were denied on merits. It is alleged that the services of the petitioner had been engaged as a beldar *w.e.f.* October, 1986 in HPPWD Sub Division Suliali, Division Jassur and that he had worked intermittently upto May, 1987. It is denied that the petitioner was disengaged by the respondents in the year 1990. The petitioner had not completed 240 days in any calendar year. He had left the job of his own sweet will and had never approached the department. It is claimed that HPPWD Division Jassur was shifted/re-named as HPPWD Division Jawali *vide* HP Government Notification No. PBW-(A)-A (I) 17/1994 dated 21st July, 1994. It is denied that respondent no.1 had re-engaged workers on 25.5.2010. Infact workers were re-engaged by the respondents as per the orders of the Hon'ble High Court. It is admitted that HPPWD Divisions Nurpur and Jawali are involved in the construction and maintenance of roads, buildings and bridges, repair and maintenance of tools and plants etc. It is denied that a pick and choose policy had been adopted by the respondents. No junior has been retained or engaged by the respondents, so there is no violation of the provisions of Sections 25-G and 25-H of the Act. It is denied that the petitioner had made various requests and that assurances had been given to him by the respondents. After leaving the work in May, 1987, the petitioner had never approached the respondents and had raised the demand notice only in the year 2011, *i.e.* after about 24 years. The respondents, thus, pray for the dismissal of the claim.

4. While filing the rejoinder the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

5. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court *vide* order dated 07.7.2018:—

1. Whether termination of the services of petitioner by the respondents during May, 1987 is/was legal and justified as alleged? ..*OPP*.
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? ..*OPP*.
3. Whether the claim petition is not maintainable in the present form as alleged? ..*OPR*.
4. Whether the claim petition is bad on the ground of delay and laches as alleged? ..*OPR*.

Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. Arguments of the learned vice Counsel for the petitioner and the learned Deputy District Attorney for the respondent heard and records gone through.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1	: Decided accordingly
Issue No. 2	: Negative
Issue No. 3	: Yes
Issue No. 4	: Not pressed
Relief	: Claim petition dismissed vide operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 and 2:

9. Both these issues are intrinsically connected with each other and required common appreciation of evidence, hence are taken together for the purpose of determination and adjudication.

10. The petitioner, namely, Shri Sher Singh examined himself as PW1 and filed his affidavit in evidence, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim. He also filed certain documents purportedly in support of his claim, which are exhibited as Ex. PW1/B to Ex. PW1/H and Mark-A to Mark-O.

In the cross-examination, he admitted that before the year 1994, HPPWD Division was at Jassur. He admitted that HPPWD Division Jawali was established on 21st July, 1994 *vide* government notification no. PBW-(A)-A(1)17/94. He denied that he had not worked with the respondents. Volunteered that, he had worked regularly from the year 1985 upto the year 1990. He denied that he had not worked for this period. He also denied that he had worked only for 121 days from October, 1986 upto May, 1987. It was also denied by him that no juniors to him had been kept. He feigned ignorance that Smt. Kusum Lata was appointed as a daily waged beldar in HPPWD Division Dalhousie in the year 1983. He denied that he had never worked for 240 days and above in any year. However, he admitted that he owns land, which he cultivates. He also admitted that he is doing the days' drudgery privately. Self stated that, as and when the work is available. He denied that he was never disengaged by the respondents/department.

11. PW2 Shri Sukar Deen testified that he had worked as beldar from the year 1986 upto the year 2016 in HPPWD Division, Nurpur. He knows the petitioner, who had also been working with them in the department. He denied in the cross-examination that the petitioner had never worked in the department.

12. PW3 Shri Gian Chand stated that he was engaged in the year 1986 as a Mate in HPPWD Division, Nurpur. He was removed by the department in the year 1990, when he had obtained a stay from the H.P. Administrative Tribunal. Thereafter, he was again kept at work. He knows the petitioner, who had also worked with them in the department. He was also a member of their union. In the cross-examination, he was categorical that the petitioner had never worked with him. Volunteered that, he had worked in the other section.

13. Conversely, Shri Dinesh Kumar Dhiman, Executive Engineer, HPPWD, Division Nurpur (respondent no. 1) testified as RW1. In his affidavit Ex. RW1/A preferred as per Order 18, Rule 4 of the Code of Civil Procedure, he corroborated on oath the contents of the reply filed by him.

14. In the cross-examination, he admitted that when the workers had been removed from HPPWD Division, Nurpur in the year 1990, he was not working in any capacity in this Division. He also admitted that in HPPWD Nurpur the works of road repair, maintenance, patch work and widening are done continuously. He admitted that the work increases during the monsoons. He further admitted that the persons mentioned in para 3 of the claim petition, in para 2 of the affidavit of the petitioner and in the document Ex.RW1/D are still working in HPPWD Division, Nurpur. He cannot say that when 24 workers were removed, any notice under Section 25-F was issued or not. Self stated that, they had left the work of their own. He denied that wrong mandays of the petitioner has been given.

15. Ex. RW1/B is the copy of notification dated 21st July, 1994 with regard to shifting of HPPWD Division Jassur to Jawali along-with sanctioned strength and staff.

16. Ex. RW1/C is the copy of Office Order dated 23.7.1994 regarding the closure of HPPWD Jassur Division at Nurpur and its functioning at Jawali, HPPWD Jawali Division.

17. Ex. RW1/D is the copy of another Office Order dated 29.11.2010 with regard to implementation of the award of this Court dated 22.12.2007.

18. Ex. RW1/E is the copy of letter dated 19.8.1998 regarding posting of Smt. Kusum Sharma as daily waged store clerk.

19. Ex. RW1/F is the copy of letter dated 18.12.1999 regarding representation of Smt. Kusum Lata.

20. Ex. RW1/G is the copy of letter dated 18.1.2000 written by the Engineer-in-Chief HPPWD Shimla to The Superintending Engineer, 9th Circle, H.P. HPPWD, Nurpur relating to the engagement of Store Clerk on daily waged basis.

21. Ex. RW1/H is the copy of mandays chart pertaining to the petitioner.

22. Ex. RW1/I is the copy of working days chart of Smt. Kusum Lata working under Banikhet Sub Division HPPWD Banikhet.

23. Ex. RW1/J is the copy of working days chart of Smt. Kusum Sharma working under Suliali Sub Division HPPWD Suliali.

24. From the statement made by the respondent (RW1), it can be gathered that the petitioner had worked intermittently as a daily waged beldar *w.e.f.* October, 1986 to May, 1987. The mandays chart Ex. RW1/H produced by the respondents discloses that the services of the petitioner were initially engaged in the month of October, 1986 by the department and that he had worked as such upto May, 1987. However, placed on record by the respondents is another mandays chart, which was filed along-with the reply for additional evidence. Although, this mandays chart has not been exhibited on record by the respondents, but still the same can be looked into, as it has been issued by respondent no. 2. As per this document the petitioner is shown to have worked intermittently with the department *w.e.f.* October, 1986 upto February, 1990. This shows that the other mandays chart pertaining to the petitioner placed on record by the respondents as Ex. RW1/H is apparently wrong and incorrect.

25. Now comes the question as to whether in the month of May, 1987, the services of the petitioner were finally terminated by the respondents or not?

26. As per the reference received from the appropriate Government, the services of the petitioner stood finally terminated during May, 1987. Section 10 (4) of the Act mandates that the Labour Court/Industrial Tribunal shall confine its adjudication to the points of dispute referred to it by the appropriate Government and the matters incidental thereto. No reference has been received from the appropriate Government regarding the alleged final termination of the services of the petitioner by the respondents in the year 1990. However, looking to the statement of claim and the sworn testimony of the petitioner, it is apparent that he has claimed that his services had been finally terminated by the respondents in the year 1990. Such pleadings and evidence of the petitioner cannot be looked into by this Court, being beyond the terms of the reference. Then, as per the mandays chart filed on 9th September, 2019, the petitioner is shown to have worked intermittently with the department till the month of February, 1990. Since, it has not been pleaded nor stated by the petitioner that his services stood terminated by the respondents in the month of May, 1987, therefore, the question of final termination of his services by the respondents (as per the reference) does not arise. Rather, the same has become insignificant.

27. Such being the situation, I have no hesitation to conclude that the services of the petitioner were not finally terminated by the respondents during May, 1987. He is not entitled to any relief.

28. Issue no.1 is decided accordingly and issue no. 2 is answered in the negative and against the petitioner.

Issue No. 3:

29. Taking into account my findings on issues no. 1 and 2 above, it is held that neither the petitioner has the cause of action nor the *locus standi* to sue. The claim petition is not maintainable

in the present form. The same is frivolous and vexatious. The claim petition has been instituted by the petitioner with a malafide intention to derive undue advantage(s). This issue is decided in favour of the respondents and against the petitioner.

Issue No. 4:

30. Not pressed.

Relief:

31. In the light of what has been discussed hereinabove, while recording the findings on issues supra, the present claim petition merits dismissal and is accordingly dismissed, with no order as to costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 3rd day of November, 2020.

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No.	: 96/2006
Date of Institution	: 30-8-2006
Date of Decision	: 05-11-2020

Shri Joginder Singh s/o Shri Punnu Ram, r/o Village & P.O. Thakurdwara, Tehsil Indora, District Kangra, H.P. *..Petitioner.*

Versus

1. The Managing Director, Himachal Pradesh Financial Corporation, New Himrus Building, Circular Road Shimla-1.

2. The Assistant General Manager, H.P. Financial Corporation District Office Ram Nagar, Dharamshala, Distt. Kangra, H.P. *..Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	: Sh. Manish Katoch, Adv.
For the Respondent(s)	: Sh. S.C. Vaid, Adv.

AWARD

The below given reference has been received from the appropriate Government for adjudication:—

“Whether the termination of services of Shri Joginder Singh s/o Shri Punnu Ram workman by the (1) The Managing Director, Himachal Pradesh Financial Corporation, New Himrus Building, Circular Road Shimla-1 (2) The Assistant General Manager, H.P. Financial Corporation District Office Ram Nagar, Dharamshala, Distt. Kangra, H.P. *w.e.f.* 20.12.03 without complying the provisions of Industrial Disputes Act, 1947 is proper and justified? If not, what relief of service benefits and amount of compensation the above a aggrieved workman is entitled to?”

2. The case of the petitioner as set out in the statement of claim is that he was engaged as a workman/Chowkidar by the respondents on 10.11.1993 in a unit/factory *i.e.* Kanchan Polythene Industry Khatiar. He had continuously worked with the respondents upto 18.12.2003 and had completed 240 days of work in each and every calendar year of his employment. On 19.12.2003, his services were illegally and arbitrarily terminated by the respondents. Before the termination of his services, no notice was given to him. The respondents did not take the permission from the specified authority for the disengagement of his services. Principle of ‘last come first go’ had also been violated by the respondents. The termination of the petitioner was stated to be violative under Sections 25-F, 25-G and 25-N of the Industrial Disputes Act, 1947 (hereinafter referred to as ‘the Act’ for short). The disengagement of the petitioner on the basis of the terms/conditions of contract dated 8.3.1995, which inter-alia restricted the right of the petitioner in terms of the protection guaranteed to him under the Act was stated to be void in the eyes of law. As such, the petitioner prayed that the termination be declared null and void and he be reinstated along-with all consequential benefits.

3. On notice, the respondents appeared. They filed a reply taking preliminary submissions that the termination of the petitioner did not fall within the ambit of “retrenchment” as the services of the petitioner had been engaged as a Chowkidar in pursuance to a contract and his engagement was co-terminus with the sale of the taken over industrial unit under Section 29 of the State Financial Corporation Act, 1951. Moreover the Corporation did not have any regular vacancy of a Chowkidar engaged in taken over units and no rules and regulations have been framed to engage them on duties and as such the completion of 240 days of continuous service in a year cannot entitle them for regularization. The petitioner had been engaged in a taken over and a closed unit for watch and ward purposes. Therefore, the petitioner cannot be deemed to be an employee/workman of the industrial concern. The status of employer and an employee inter se the parties was also disputed as the respondent Corporation was only the owner of the assets of the company for a limited purpose under Section 29 of The State Financial Corporations Act, 1951. The contents of the petition were denied on merits. It was asserted that the petitioner was engaged purely on contract basis and his engagement was co-terminus to the sale of the taken over unit, where he had been appointed for watch and ward. The petitioner had himself agreed to abide by the terms of the contract and had even executed an agreement in this behalf on 8.3.1995. Consequently the services of the petitioner were terminated on 18.12.2003 in view of the sale of the unit. The action of the respondents’ Corporation was thus stated to be legal and valid. It was denied that the provisions of sections 25-F, 25-G and 25-N of the Act were applicable in the facts and circumstances of the case. Hence, it was prayed that the petition be dismissed.

4. While filing the rejoinder, the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

5. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court *vide* order dated 07.01.2008:—

1. Whether the termination from the service of the petitioner by the respondent is proper and justified? ..OPP.
2. If the above issue is proved in affirmative to what relief of service benefit the petitioner is entitled to the respondent? ..OPP.
3. Whether the service of the claimant were engaged for a specific period of time and engaged for a specific work on whose completion his service stood automatically terminated. If so, its effect? ..OPR.

Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. Be it recorded here that after hearing the arguments of the parties and going through to the records, earlier the reference was dismissed by the learned predecessor-in-office of mine on dated 29th June, 2010 but, however, the respondents were burdened with compensation amounting to Rs. 50,000/- to be paid to the petitioner within a period of 90 days from the date of Award.

8. Against the said Award two writ petitions had been filed, one by the workman/petitioner bearing CWP No. 4537/2010 and the other by the employer/respondents bearing CWP No. 5488/2010. Both the writ petitions were disposed of by the Hon'ble High Court of Himachal Pradesh on 18th October, 2019 on the following terms:—

“.....to decide the same afresh after providing an opportunity of being heard to the parties. It is, however, made clear that the adjudication upon the Reference by the Tribunal shall be on the basis of the material which is already on record and no further opportunity in this regard shall be granted by the learned Tribunal to either of the parties.....”

9. In compliance of the aforesaid order passed by the Hon'ble High Court of H.P. in the above-mentioned writ petitions, arguments of both the parties were heard afresh. Be it stated here that as per the said order, this Tribunal was to answer the reference within a period of six months from 18.11.2019 *i.e.* on or before 18.5.2020. However, after the case was listed for arguments, due to the outbreak/spread of COVID-19, the same could not be taken up for effective hearing and disposed of within the aforesaid period. It had to be listed for further proceedings. As per notification No. HHC/RG/C-19/2020-31 dated 07.8.2020 issued by the Hon'ble High Court of H.P., this case was taken up on 11.8.2020 and notices were issued to the parties as well as their counsel for 28.8.2020. On 28.8.2020, neither the parties nor their counsel were present. Notices were again issued for 14.9.2020. On the said date Shri Manish Katoch, learned counsel for the petitioner had only appeared. None had put in appearance for the respondents, as the notices issued to the respondents had not been received back. Fresh notices were issued to the respondents and their counsel for 03.10.2020. On the said date, learned vice counsel who had put in appearance for the respondents had sought an adjournment, which was granted as not opposed. Final arguments of both the parties were thereafter heard on 26.10.2020 and 30.10.2020 respectively. Records have also been gone through.

10. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1

: Yes

Issue No. 2	: Negative
Issue No. 3	: Yes
Relief	: Claim petition dismissed vide operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 to 3:

11. All these issues are intrinsically connected with each other and required common appreciation of evidence, hence are taken together for the purpose of determination and adjudication.

12. The petitioner, namely, Shri Joginder Singh examined himself as PW1 and filed his affidavit in evidence, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim.

In the cross-examination, he stated that no appointment letter was issued to him. He himself had approached the respondent for the job. He had not filed any application for the job, nor had furnished his age proof and educational qualification. He had only been working as a chowkidar in the industrial unit. He has feigned ignorance that he was made aware by the respondents that he could work as chowkidar till the time the industrial unit was not sold. Volunteered that, he was told that he would be kept again. He denied that the respondents had entered into an agreement dated 8.3.1995 with him, which bears his signature. However, he admitted that the agreement bears the signatures of Swaran Singh and Ravinder Kumar. Self stated that his signatures were obtained on the pretext that as documents regarding his regularization had been received, his signatures were required. His signatures and that of the witnesses were obtained separately. He has read upto the sixth standard and is well versed with hindi. He admitted that the agreement is written in hindi. He specifically denied that the contents of the agreement were read over to him before he signed it. He also denied that his job was only till the time the unit was not sold and that after the sale his job would automatically end. Further, he denied that since he had been kept on contract basis, the criteria of continuous service of one year on completion of 240 days did not apply to him. He feigned ignorance that the Corporation has not made any rules regarding the workers of the sick units, on being taken over. He was also not aware that no salary was being paid to him by the Corporation and that it was being debited in the account of the industrial unit. Volunteered that, he was being paid the salary by the Corporation. He specifically denied that his job was on contract basis and that it was to come to an end on the sale of the unit, as per the rules.

13. Conversely, Shri K.C. Rana, Assistant General Manager testified as RW1. In his affidavit Ex. RW1/A preferred as per Order 18, Rule 4 of the Code of Civil Procedure, he corroborated on oath the contents of the reply filed by him.

14. In the cross-examination, he admitted that the petitioner had worked as chowkidar in Kanchan Polythene Industry, Kathiar *w.e.f.* 10.11.1993 to 18.12.2003. He also admitted that when the petitioner was kept at work on 10.11.1993, no written contract was prepared. He denied that it was not disclosed to the petitioner that his job would come to an end on the closure of the unit. He admitted that Ex.RW1/B was not written in his presence. Self stated that it was written in the presence of his predecessor, whose signatures he recognizes. He denied that the petitioner had

never entered into contract, Ex.RW1/B. He further denied that the signatures of the petitioner were obtained on a blank paper on the pretext that papers regarding his regularization were to be sent. Further, he denied that the signatures of the petitioner were fraudulently obtained on agreement dated 8.3.1995, Ex.RW1/B. He admitted that no one month's notice was given to the petitioner at the time of his disengagement. He also admitted that even three months prior notice was also not given to him. Volunteered that, as per the terms and conditions, the job of the petitioner was to come to an end on the sale of the unit. He denied that the petitioner had wrongly and illegally been terminated. He further denied that neither Ex.RW1/B was prepared in the presence of the petitioner, nor its contents were read over to him. It is also denied by him that chowkidars junior to the petitioner were retained by the Corporation and that they were also regularized.

15. It is the admitted case of the parties that the services of the petitioner were engaged as a chowkidar in the unit which was taken over by the respondents/ Corporation under Section 29 of The State Financial Corporations Act, 1951. From the pleadings as well as evidence led on record by the parties, it can be gathered that the petitioner had served as a chowkidar from 10.11.1993 to 18.12.2003. Admittedly, the services of the petitioner were terminated *w.e.f.* 18.12.2003 per letter/notice dated 18.12.2003, copy of which is Annexure-A/1 on record.

16. Ex.RW1/B is Asthai Niyukti Anuband Patra (agreement of temporary employment on contract basis) which was executed by the petitioner in favour of the respondents. From the substantive evidence of the petitioner (PW1), it is evident that the agreement Ex.RW1/B bears his signatures. It was clearly admitted in the cross-examination by the petitioner that Ex.RW1/B bears the signatures of Ravinder Singh and Sarwan Singh as witnesses. Although, the petitioner averred that the agreement dated 8.3.1995, Ex.RW1/B had been entered by way of misrepresentation and that his signatures had been obtained on blank papers by the respondents/Corporation, but no confidence inspiring evidence has been led by the petitioner in order to establish this fact. The plea taken by the petitioner that he had signed on blank papers is inherently suspicious and no prudent man is expected to deal with the agreement in such a careless and casual manner. The burden is heavy in such a case to prove the plea. In the present case, such burden has not been discharged. Respondent no. 2 (RW1) denied this fact in the cross- examination and no other evidence was led by the petitioner to prove this fact, except for his self serving testimony, which cannot be taken as a gospel truth. The most material witnesses, namely, Shri Sarwan Singh and Sh. Ravinder Singh, who are shown to be the marginal witnesses to the agreement, have been withheld from the Court. They were the best witnesses to depose in this regard. It is not proved that they are alive or have died. It is settled law that the parties must lead best available evidence. Even otherwise, legally speaking, a person signing the document is presumed to know and agree to its contents. In the case on hand the petitioner is not illiterate. He has studied upto the sixth standard and as per his own testimony is well versed with hindi. Indisputably, the agreement Ex.RW1/B is written in hindi. Therefore, the version of the petitioner that the agreement, Ex.RW1/B had been entered by way of misrepresentation and that his signatures had been obtained on blank papers by the respondents/Corporation cannot be accepted. Conditions no. 3, 4 and 7 of Ex.RW1/B read thus:

“3. यह कि द्वितीय पक्ष की चौकीदारी का कार्य सिर्फ अस्थाई तौर पर दिया गया है। जब तक अधिग्रहण की गई सम्पत्ति राज्य वित्तीय निगम अधिनियम 1951 की धारा 29 के अधीन विक्रय नहीं हो जाती या उसका कब्जा मालिक को वापिस नहीं किया जाता, अधिग्रहण की गई इकाई की सम्पत्ति विक्रय होने के तुरन्त पश्चात् द्वितीय पक्ष की सेवायें समाप्त समझी जायेंगी, यहां यह भी सपष्ट किया जाता है कि द्वितीय पक्ष की सेवायें केवल अधिग्रहण सम्पत्ति के विक्रय हाने या उसका कब्जा मालिक को वापिस नहीं किया जाता तक ही सीमित है, उसके पश्चात् द्वितीय पक्ष का प्रथम पक्ष पर किसी प्रकार का दावा नहीं होगा।

4. यह कि प्रथम पक्ष को पूर्ण अधिकार होगा कि द्वितीय पक्ष की सेवायें कभी भी समाप्त कर सकता है। यनिकि अधिग्रहण की गई सम्पत्ति के विक्रय से पहले भी।

7. यह कि द्वितीय पक्ष की नियुक्ति राज्य वित्तीय निगम अधिनियम 1951 की धारा 29 के अधीन कब्जे में ली गई इकाई की रक्षा व निगरानी हेतु अस्थाई तौर पर समझी जायेगी, तथा वह नियुक्ति हिमाचल प्रदेश वित्तीय निगम में की गई नियुक्ति नहीं मानी जायेगी ।

यह अनुबन्ध पत्र आज दिनांक 8-3-1995 को दोनो पक्षों ने मान लिया है, तथा इस पर हस्ताक्षर कर दिये हैं ।

17. As already mentioned, the services of the petitioner were dispensed with by the respondents in accordance with the above noted condition(s), as is clear from the contents of the termination notice/letter Annexure-A/1. Taking into account the terms and conditions of the engagement of the petitioner as well as the evidence available on the file, I am at a loss to understand as to how it lies in the mouth of the petitioner to say that his services were wrongly and illegally terminated by the respondents. To my mind, the termination of the services of the petitioner by the respondents does not amount to “retrenchment” in view of the provisions of Section 2(o) (b) of the Act.

18. Such being the situation, it is held that the services of the petitioner were engaged on contractual basis only. No relationship of master and servant existed between the parties. The claim petition is not maintainable in the present form. It appears to me that the avarice of the petitioner to grab a government job and money has forced him to file a baseless claim. No relief can be granted to him. His claim is fallacious.

19. These issues are decided against the petitioner and in favour of the respondents.

Relief:

20. In the light of what has been discussed hereinabove, while recording the findings on issues *supra*, the present claim petition merits dismissal and is accordingly dismissed, with no order as to costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 5th day of November, 2020.

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No.	: 133/2019
Date of Institution	: 15-11-2019
Date of Decision	: 07-11-2020

Shri Ankaj Verma s/o Shri Roshan Lal, r/o Village Nalwin, P.O. Galore, Tehsil Galore,
District Hamirpur, H.P. ..Petitioner.

Versus

M/s Kailash Print Media Pvt. Ltd., Village Sasan, P.O. Jhanyari, Tehsil & District Hamirpur, H.P. ..Respondent.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Petitioner in person

For the Respondent : Sh. Anand Sharma, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether the claim of Sh. Ankaj Verma s/o Sh. Roshan Lal, r/o Village Nalwin, P.O. Galore, Tehsil Galore, District Hamirpur, H.P. for the recovery of the amount due to him on account of his pending wages for 3 months amounting to Rs. 36,000/-, Earned leave amounting to Rs. 13,000/-, Retrenchment Compensation amounting to Rs. 13,000/- and Notice Pay amounting to Rs. 12,000/- from M/s Kailash Print Media Pvt. Ltd. Having its office at Vill. Sasan, P.O. Jhanyari, Tehsil and District Hamirpur, H.P. is justified? If yes, to what amount of pending wages, earned leave, retrenchment compensation and notice pay along with interest or compensation, he is entitled?”

2. The case is listed for appearance of the petitioner but, however, Shri Ankaj Verma (petitioner) has made the below given statement in the Court today:-

“ब्यान किया कि मेरा प्रतिवादी से समझौता हो गया है। मैं उपरोक्त Ref. No.133/19 को न चलाना चाहता हूँ इसे दाखिल दफ्तर किया जावे।”

3. In view of the above statement, this reference/claim petition is withdrawn as compromised. Parties to bear their own costs.

4. The reference is answered in the aforesaid terms.

5. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 7th day of November, 2020.

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No.

: 155/2017

Date of Institution : 06-7-2017
Date of Decision : 12-11-2020

Shri Harish Kumar s/o Shri Beli Ram, r/o Village Salag, P.O. Balag, Tehsil Sundernagar,
District Mandi, H.P. ..*Petitioner.*

Versus

The Divisional Forest Officer, Suket Forest Division, Sunder Nagar, District Mandi, H.P.
..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Deepak Azad, Adv.

For the Respondent : Sh. Anil Sharma, Dy. D.A.

AWARD

The reference given below been received from the appropriate Government for adjudication:—

“Whether the termination of services of Shri Harish Kumar s/o Shri Beli Ram, r/o Village Salag, P.O. Balag, Tehsil Sunder Nagar, District Mandi, H.P. by the Divisional Forest Officer, Suket Forest Division, Sunder Nagar, District Mandi, H.P. during October, 2012 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. After that, a corrigendum reference has been received from the appropriate Government on 8th May, March, 2019, which reads thus:—

“Whereas, a reference has been made to the Ld. Labour Court-cum-Industrial Tribunal, Dharamshala, District Kangra, H.P. vide notification of even no. dated 24-06-2017 for legal adjudication. However, inadvertently the correct facts could not be mentioned about the date of time to time termination in the said notification. Therefore the date of time to time termination of the workman may be read as “September, 1998 to July, 2015 and finally during July, 2015” instead of “October, 2012”.

3. In furtherance to the reference it is averred by the petitioner in the statement of claim that he was engaged as a daily waged beldar by the respondent in September, 1998 and had worked as such upto the year 2015. However, fictional breaks were given to him time and again by the respondent despite availability of funds and work. The respondent has violated the principle of ‘last come first go’. His name was not mentioned by the respondent/department in the seniority list. A number of juniors (as detailed in para 4 of the petition), were retained by the respondent. His services were finally terminated by the respondent in February, 2015. No opportunity of re-engagement was ever given to the petitioner. The respondent had also violated the provisions of Sections 9-A and 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as ‘the Act’ for short). When the services of the petitioner were orally terminated by the respondent on 25.1.1999, he had approached the Hon’ble Administrative Tribunal, Shimla, whereupon he was directed to prefer the matter before the appropriate authority. A demand notice was raised by the petitioner before the Labour-cum-Conciliation Officer, Mandi on 6.9.2010. It was responded to by the

respondent, but no proper mandays chart was given. The matter was turned down by the appropriate government. A fresh demand notice was filed by the petitioner, when along-with the reply a fresh mandays chart showing him to have worked upto September, 2012 was filed. The petitioner had approached the respondent time and again to re-engage him, but without success. Hence, the petition.

4. On notice, the respondent appeared. He filed a reply taking preliminary objections regarding lack of maintainability. The contents of the petition were denied on merits. It was claimed that the petitioner was initially engaged to carry out seasonal forestry works in the month of September, 1998 and had worked intermittently upto July, 2015. His services were never terminated by the respondent. He had left the work of his own sweet will. He had not completed 240 days in any calendar year and as such there was no violation of the provisions of Section 25-B of the Act. No fictional/artificial breaks were given to him by the respondent. Since, the petitioner was an intermittent worker, his name was not included in the seniority list. The persons mentioned in the statement of claim had worked continuously and so some of them were regularized on their fulfilling the terms and conditions for regularization of daily waged workers. The respondent has not violated the principle of 'last come first go' of the Act. The services of the petitioner were never terminated by the respondent. Hence, it is prayed that the claim petition be dismissed.

5. While filing the rejoinder the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

6. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court vide order dated 10.7.2019:

1. Whether time to time termination of services of the petitioner by the respondent during September, 1998 to July, 2015 and final termination of services of petitioner during July, 2015 is/was illegal and unjustified, as alleged? ..*OPP.*
 2. If issue no.1 is proved in the affirmative, to what service benefits the petitioner is entitled to? ..*OPP.*
 3. Whether the claim petition is not maintainable, as alleged? ..*OPR.*
- Relief.

7. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

8. Arguments of the learned counsel for the petitioner and the learned Deputy District Attorney for the respondent heard and records gone through.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: Partly yes, partly no.
Issue No.2	: Re-engagement with seniority and continuity in service from July, 2015, except for back wages.
Issue No.3	: No
Relief	: Petition is partly allowed as per the operative part of the Award.

REASONS FOR FINDINGS

Issues No.1 and 2:

10. Both these issues are intrinsically connected with each other and required common appreciation of evidence, hence are taken together for the purpose of determination and adjudication.

11. The petitioner, namely, Shri Harish Kumar examined himself as PW1 and filed his affidavit in evidence, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim.

In the cross-examination, he stated that he was employed in the department in the year 1998. He denied that he had been coming to work of his own sweet will. He also denied that he had not worked continuously for 240 days. However, he admitted that he had worked upto the year 2015. He denied that he was not removed from work by the department. Further, he denied that the department had never given him fictional breaks. He admitted that the persons shown in para no. 3 of his affidavit were regularized as per the orders of the Court. Volunteered that, some of them were regularized by the department. He specifically denied that department had not violated the provisions of the Act. He also denied that the department had not violated the principle of 'last come first go'. He is an agriculturalist. He denied that he was engaged for seasonal work.

12. Conversely, Shri Subhash Chand Prashar, Divisional Forest Officer, Suket Forest Division, Sunder Nagar, District Mandi (respondent) testified as RW1. In his affidavit Ex. RW1/A preferred as per Order 18, Rule 4 of the Code of Civil Procedure, he corroborated on oath the contents of the reply filed by him.

In the cross-examination, he feigned ignorance that the petitioner had worked on muster roll basis in the department. He admitted that as per the record, no notice had been given to the petitioner to report back for work, nor any proceedings had been initiated. He clearly admitted that the persons shown at serial no. 40 to 131 in Ex.PW1/C, which is issued by the department, were engaged after the petitioner. Further, he admitted that as per the record, the date of initial engagement of the petitioner is September, 1998. He admitted that S/Sh. Het Ram, Ganga Ram, Babu Ram, Ram Dyal, Hans Raj, Radha Krishan and others had worked with the petitioner. Self stated that Sh. Het Ram s/o Sh. Paras Ram, Hans Raj, Het Ram s/o Sh. Dhani Ram, Desh Raj, Ram Dyal and Sh. Jai Prakash were regularized as per the orders of the Tribunal and some were regularized on the fulfillment of the requisite criteria. He also admitted that all the aforesaid workers were engaged for seasonal works. He denied that persons junior to the petitioner had wrongly been kept at work. He denied that the department had intentionally given fictional breaks to the petitioner. He specifically admitted that even today work is available with the department.

13. Ex. RW1/B is the copy of mandays chart relating to the petitioner.

14. It is the admitted case of the parties that the services of the petitioner were engaged by the respondent/department in September, 1998. The mandays chart Ex.RW1/B also makes it crystal clear that the petitioner was initially appointed by the respondent in the month of September/October, 1998.

15. The respondent (RW1) specifically stated that no artificial/fictional breaks in service were provided to the petitioner at any point of time. This fact has not been challenged during the cross-examination by the learned counsel for the petitioner. It was merely suggested to the respondent that no notice nor any proceedings had been initiated against the petitioner for his absence from work. It is the basic law that if a fact goes un-rebutted on record, the same can be

taken as admitted by the other side. In view of this legal position, I am at a loss to understand as to how it lies in the mouth of the petitioner to say that his services were disengaged by the respondent wrongly and illegally from time to time.

16. Otherwise too, though the petitioner in his cross-examination denied that he had not continuously worked for 240 days, but from the mandays chart Ex.RW1/B placed on record by the respondent, which is not disputed by the petitioner, it is apparent that the petitioner had not completed 240 days of work in any calendar year of his engagement. The mandays chart Ex.RW1/B clarifies that the petitioner had not worked even for a single day in the years 1999, 2001 to 2008, 2010, 2011 and 2013. In the years 1998, 2000, 2009, 2012, 2014 and 2015, he had worked for only 88, 31, 28, 48, 42 and 42 days respectively. If intentional breaks in service were being provided to the petitioner by the respondent time and again as alleged, then why he (petitioner) did not agitate the said fact earlier or at the time of the receipt of the payments for the working days actually put in by him? Ex. RW1/B unfolds that in the year 2009, the petitioner worked under the respondent only for 28 days. A person not working for a single day or for less than 100 days in the whole year cannot be permitted to countenance that artificial/fictional breaks were provided to him by the respondent/employer wrongly and illegally.

17. Then, the plea of time to time termination was taken by the petitioner at a belated stage *i.e.* after a lapse of about twelve years (as per the statement of claim the matter was raised by the petitioner before the Labour-cum-Conciliation Officer, Mandi on 6.9.2010) from the date/month the respondent is alleged to have started giving him fictional breaks in service. The fact that the petitioner remained tight lipped and complacent about his right for such a long period without any protest speaks volumes about the truthfulness and veracity of his claim. The petitioner cannot be allowed to take advantage of his own wrongs.

18. Now comes the question as to whether in the month of July, 2015 the services of the petitioner were finally terminated by the respondent (as alleged) or not?

19. A plea was taken by the respondent that the petitioner was an intermittent worker. He had left the job of his own free will and volition. It is well known that abandonment has to be proved by the employer like any other fact. Therefore, the burden of proving of abandonment is upon the respondent. It has been laid down by our own Hon'ble High Court in case titled as *Narain Singh vs. The State of Himachal Pradesh & Ors.*, 2016 (3) Him L.R. 1875 that voluntarily abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as *State of Himachal Pradesh & another vs. Shri Partap Singh*, 2017 (1) Him L.R. 286, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Mere statement of Shri Subhash Chand Prashar, (RW1) alleging that the workman had abandoned the services is entirely insufficient to discharge the said onus. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondent for his alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact finding inquiry was got conducted by the respondent. In the present case as it emerges from the evidence on record, so was not done by the respondent. Then, 'animus' to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such 'animus' on the part of the petitioner is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondent/employer is not established.

20. It was also the stand taken by the respondent that the petitioner had not worked for 240 days during the preceding twelve months and, therefore, the petitioner cannot claim any protection under the provisions of the Act.

21. Section 25-B of the Act defines “continuous service”. In terms of Sub-Section (2) of Section 25-B that if a workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer 240 days within a period of one year, he will be deemed to be in continuous service. The burden of proof is on the petitioner to show that he had worked for 240 days in the preceding twelve calendar months prior to his alleged retrenchment. The law on this issue is well settled. In *R.M. Yellatty vs. Assistant Executive Engineer*, (2006) 1 SCC 106, it has been laid by the Hon’ble Supreme Court that the burden of proof is on the claimant to show that he had worked for 240 days in a given year.

22. Applying the principles laid down in the above case by the Hon’ble Supreme Court, it was required of the petitioner to establish on record that he had worked continuously for a period of 240 days in a block of twelve calendar months anterior to the date of his alleged final termination, which as per the reference took place in July, 2015. From the mandays chart Ex.RW1/B, it becomes clear that the petitioner had not completed 240 days of service in twelve calendar months preceding his date/month of retrenchment *i.e.* July, 2015. Therefore, it cannot be said that he was in “continuous service for not less than one year” under the employer and the provisions of Section 25-F of the Act will not augur for the benefit of the petitioner.

23. The principle of “last come first go” is envisaged under Section 25G of the Act. The said Section provides:

“25-G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman”.

24. The petitioner in his pleadings as well as the evidence maintained that at the time his services were terminated, the workmen, who were junior to him, were retained and who are presently working and have been regularized. It is the admitted case of the respondent (RW1) that the workers whose names are at serial no. 40 to 131 of the seniority list Ex.PW1/C are junior to the petitioner. It is not disputed that they are still serving the respondent. It was claimed by the respondent that the petitioner was a seasonal worker. However, it is also an admitted fact that all the persons whose names are there in the cross-examination of the respondent were also seasonal workers. Such being the situation, it can be safely said that the principle of ‘last come first go’ has not been followed by the respondent. The mandate of Section 25-G of the Act had not been complied with by the respondent.

25. Since, the provisions of Section 25-G of the Act have been contravened, it was not obligatory for the petitioner to have completed 240 days in a block of twelve calendar months preceding termination to derive benefit under this Section of the Act. For taking this view, I am guided by the judgment rendered by our own Hon’ble High Court in case titled as *State of Himachal Pradesh & Anr. Vs. Shri Partap Singh*, 2017 (1) Him L.R. 286.

26. The petitioner’s allegation that the respondent had violated the provisions of Section 25-H of the Act as well, to my mind, does not appear to have been substantiated. The petitioner’s statement of claim is non-existent in the names of the persons who were allegedly appointed by the respondent after his retrenchment. There is also no cogent and convincing ocular evidence in this regard on the file. The material on record, thus, being too scanty and nebulous to lend assurance to his allegation that new workers were appointed after the termination of his services, the

respondent cannot be said to have been proved to have violated the provisions of Section 25-H of the Act.

27. During the cross-examination, the petitioner (PW1) admitted that he does agricultural chores. While testifying in the Court as PW1, the petitioner has given his age as 42 years. It is common knowledge that a person of this age will not sit at home idle during the period he is/was out of the service. The petitioner has failed to discharge the initial onus that during the period of his forced idleness, he was not gainfully employed. For these reasons, he is not entitled to the back wages.

28. It is, thus, held that the final termination of the services of the petitioner by the respondent in the month of July, 2015 is illegal and unjustified and is accordingly set aside and quashed. The respondent is directed to reinstate the petitioner forthwith. His (petitioner's) seniority shall be reckoned from the month of his illegal termination *i.e.* July, 2015. Issues no. 1 and 2 are decided partly in the affirmative and in favour of the petitioner.

Issue No. 3:

29. It has not been shown by the respondent as to how the present petition/statement of claim is not maintainable. Moreover, this issue was not pressed for by the learned Deputy District Attorney appearing for the respondent at the time of arguments. Otherwise also, from the pleadings, it cannot be said that the petition/statement of claim is not maintainable. Hence, this issue is decided in favour of the petitioner and against the respondent.

30. This issue is accordingly decided in favour of the petitioner and against the respondent.

Relief:

31. For all the aforesaid reasons discussed above it is, thus, held that the retrenchment of the petitioner is set aside and quashed. The respondent is hereby directed to re-engage the petitioner forthwith. His seniority shall be reckoned from the month of his illegal termination *i.e.* July, 2015, **except back wages**. The petition is accordingly partly allowed. In the peculiar facts and circumstances of the case, the parties are left to bear their own costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 12th day of November, 2020.

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No.	: 357/2016
Date of Institution	: 27-5-2016
Date of Decision	: 12-11-2020

Shri Chet Ram s/o Shri Atma Ram, r/o V.P.O. Balag, Tehsil Sundernagar, District Mandi, H.P. ..*Petitioner.*

Versus

The Divisional Forest Officer, Suket Forest Division, Sunder Nagar, District Mandi, H.P. ..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Deepak Azad, Adv.

For the Respondent : Sh. Anil Sharma, Dy. D.A.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether time to time termination of the services of Shri Chet Ram s/o Shri Atma Ram, r/o V.P.O. Balag, Tehsil Sundernagar, District Mandi, H.P. during September, 1998 to October, 2009 by the Divisional Forest Officer, Suket Forest Division, Sunder Nagar, District Mandi, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?”

2. After that, a corrigendum reference dated 26th May, 2018 has been received from the appropriate Government, which reads thus:—

“Whereas, a reference has been made to the Ld. Labour Court-cum-Industrial Tribunal, Dharamshala, District Kangra, H.P. vide notification of even no. dated 18-05-2016 for legal adjudication. However, inadvertently the correct facts could not be mentioned about the date of time to time termination in the said notification. Therefore the same may be read as “September, 1998 to February, 2015” instated of “September, 1998 to October, 2009”.

3. In furtherance to the reference it is averred by the petitioner in the statement of claim that he was engaged as a daily waged beldar by the respondent *w.e.f.* 21.9.1998 and had worked as such upto the year 2015. He had completed 240 days in each calendar year without any break. He had worked to the best of his ability in the department. However, fictional breaks were given to him time and again by the respondent despite availability of funds and work. His name was not mentioned by the respondent/department in the seniority list. A number of juniors (as detailed in para 4 of the petition), were retained by the respondent. His services were finally terminated by the respondent in February, 2015. The respondent has violated the principle of ‘last come first go’. No opportunity of re-engagement was ever given to the petitioner. The respondent had also violated the provisions of Sections 9-A and 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as ‘the Act’ for short). When the services of the petitioner were orally terminated by the respondent on 25.1.1999, he had approached the Hon’ble Administrative Tribunal, Shimla, whereupon he was directed to prefer the matter before the appropriate authority. A demand notice was raised by the petitioner before the Labour-cum-Conciliation Officer, Mandi on 6.9.2010. It was responded to by the respondent, but no proper mandays chart was given. The matter was turned down by the appropriate government. A fresh demand notice was filed by the petitioner, when along-with the reply a fresh mandays chart showing him to have worked upto September, 2012 was

filed. The petitioner had approached the respondent time and again to re-engage him, but without success. Hence, the petition.

4. On notice, the respondent appeared. He filed a reply taking preliminary objections regarding lack of maintainability, that the petition was bad on account of delay and laches and that the case of retrenchment *w.e.f.* February, 2015 has become infructuous, as the petitioner had worked intermittently and had never been retrenched. The contents of the petition were denied on merits. It was claimed that the petitioner was initially engaged to carry out seasonal forestry works in the month of September, 1998 as per the availability of work and funds. He had worked intermittently with the department and had left the work of his own sweet will. No fictional/artificial breaks were given to him by the respondent. The petitioner had not completed 240 days in any calendar year. Since, the petitioner was an intermittent worker, his name was not included in the seniority list. The persons mentioned in the statement of claim had worked continuously and so some of them were regularized on their fulfilling the terms and conditions for regularization of daily waged workers. The respondent has not violated the principle of 'last come first go' or the provisions of Sections 9A and 10 of the Act. His services were never terminated by the respondent. Hence, it is prayed that the claim petition be dismissed.

5. While filing the rejoinder the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

6. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court *vide* order dated 10.4.2019:

1. Whether time to time termination of services of the petitioner by the respondent during September, 1998 to February, 2015 is/was illegal and unjustified, as alleged? ..*OPP.*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? ..*OPP.*
3. Whether the claim petition is not maintainable in the present form, as alleged? ..*OPR.*
4. Whether the claim petition is bad on account of delay and laches, as alleged? ..*OPR.*
5. Whether the claim petition has become infructuous, as alleged? ..*OPR.*

Relief.

7. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

8. Arguments of the learned counsel for the petitioner and the learned Deputy District Attorney for the respondent heard and records gone through.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: Negative
Issue No.2	: Negative
Issue No.3	: Affirmative

Issue No.4	: Affirmative
Issue No.5	: Not pressed
Relief	: Petition is dismissed per operative part of the Award.

REASONS FOR FINDINGS

Issues No.1 to 4:

10. All these issues are intrinsically connected with each other and required common appreciation of evidence, hence are taken together for the purpose of determination and adjudication.

11. The petitioner, namely, Shri Chet Ram examined himself as PW1 and filed his affidavit in evidence, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim.

In the cross-examination, he stated that he was employed in the department in the year 1998. He denied that he had not been attending the work regularly. He also denied that he used to work of his own free will. Further, he denied that the department had never given him fictional breaks. He specifically denied that no juniors to him were kept at work by the department. He also denied that he was being kept at work as per the availability of funds. It is also denied by him that he had not worked for 240 days or more in any calendar year. He clearly denied that he was not removed from work by the department. Volunteered that, he was being provided work intermittently. He denied that the department had not violated the principle of 'last come first go'. He is an agriculturalist.

12. The petitioner has examined one Shri Salagi Ram as PW2, who filed his affidavit in support of the petitioner's case, as Ex. PW2/A.

In the cross-examination, he admitted that he was engaged by the respondent in the year 1998. He admitted that for regularization one has to continuously work for 240 days in every year. He was regularized in the year 2009. He had regularly worked in the department for 240 days in all the ten years. The petitioner was engaged with him in the year 1998 by the department. He admitted that he and the petitioner had worked at different places. Volunteered that, sometimes, they had worked together. He clearly admitted that he is not aware about the attendance of the petitioner, nor he had seen the record. He feigned ignorance that the department had not removed the petitioner and that he himself had left the work. He and the petitioner belong to the same village.

13. Conversely, Shri Subhash Chand Prashar, Divisional Forest Officer, Suket Forest Division, Sunder Nagar, District Mandi (respondent) testified as RW1. In his affidavit Ex. RW1/A preferred as per Order 18, Rule 4 of the Code of Civil Procedure, he corroborated on oath the contents of the reply filed by him.

In the cross-examination, he feigned ignorance that the petitioner had worked on muster roll basis. He admitted that as per the record, no notice had been given to the petitioner to report back for work, nor any proceedings had been initiated. He clearly admitted that the persons shown at serial no.40 to 131 in Ex.P-X, which is issued by the department, were engaged after the petitioner. Further, he admitted that as per the record, the date of initial engagement of the petitioner is

September, 1998. He admitted that S/Sh. Het Ram, Ganga Ram, Babu Ram, Ram Dyal, Hans Raj, Radha Krishan and others had worked with the petitioner. Self stated that Sh. Het Ram s/o Sh. Paras Ram, Hans Raj, Het Ram s/o Sh. Dhani Ram, Desh Raj, Ram Dyal and Sh. Jai Prakash were regularized as per the orders of the Tribunal and some were regularized on the fulfillment of the requisite criteria. He also admitted that all the aforesaid workers were engaged for seasonal works. He denied that persons junior to the petitioner had wrongly been kept at work. He denied that the department had intentionally given fictional breaks to the petitioner. He specifically admitted that even today work is available with the department.

14. Ex. RW1/B is the copy of mandays chart relating to the petitioner.

15. Ex. RW1/C is the copy of notification dated 28.4.2009 regarding introduction of Bill/Tender system for all works.

16. It is the admitted case of the parties that the services of the petitioner were engaged by the respondent/department in September, 1998. The mandays chart Ex.RW1/B also makes it crystal clear that the petitioner was initially appointed by the respondent in the month of September, 1998.

17. The respondent (RW1) specifically stated that no artificial/fictional breaks in service were provided to the petitioner at any point of time. The petitioner was only a seasonal worker who used to work as per his own sweet will and convenience. These facts have not been challenged during the cross-examination by the learned counsel for the petitioner. It was merely suggested to the respondent that no notice nor any proceedings had been initiated against the petitioner for his absence from work. It is well settled that if a fact goes unrebutted on record, the same can be taken as admitted by the other side. In view of this legal position, I am at a loss to understand as to how it lies in the mouth of the petitioner to say that his services were disengaged by the respondent wrongly and illegally from time to time.

18. Otherwise too, though the petitioner in his cross-examination denied that he had not continuously worked for 240 days in any calendar year, but from the mandays chart Ex.RW1/B placed on record by the respondent, which is not disputed by the petitioner, it is apparent that the petitioner had not completed 240 days of work in any calendar year of his engagement. The mandays chart Ex.RW1/B clarifies that the petitioner had not worked even for a single day in the years 2001, 2003 to 2008 and 2010 to 2014. In the years 1998, 1999, 2000, 2002, 2009 and 2015, he had worked for only 99, 15, 45, 28, 103 and 23 days respectively. If intentional breaks in service were being provided to the petitioner by the respondent time and again as alleged, then why he (petitioner) did not agitate the said fact earlier or at the time of the receipt of the payments for the working days actually put in by him? Ex.RW1/B unfolds that in the year 1999, the petitioner worked under the respondent only for 15 days. A person not working for a single day or for less than 100 days in the whole year cannot be permitted to countenance that artificial/fictional breaks were provided to him by the respondent/employer wrongly and illegally.

19. The instant industrial dispute was raised by the petitioner at a belated stage i.e. after a lapse of about twelve years (as per the statement of claim the matter was raised by the petitioner before the Labour-cum-Conciliation Officer, Mandi on 6.9.2010) from the date/month the respondent is alleged to have started giving him fictional breaks in service. The fact that the petitioner remained tight lipped and complacent about his right for such a long period without any protest speaks volumes about the truthfulness and veracity of his claim. The petitioner cannot be allowed to take advantage of his own wrongs. Even the petitioner cannot be allowed to canvass that he has been discriminated as the services of the persons junior to him have been regularized by the respondent, since he (petitioner) did not fulfill the criteria for regularization of his services as per the policies of the State.

20. Although, the petitioner as per his pleadings and evidence has claimed that his services were finally terminated by the respondent in month of February, 2015, but no reference in this regard has been received from the appropriate Government. So, such pleadings and evidence of the petitioner cannot be looked into by this Court, being beyond the terms of the reference. Since, no reference has been received from the appropriate government regarding the alleged final termination of the services of the petitioner by the respondent in the month of February, 2015, therefore, the question of final termination of his services by the respondent does not arise.

21. Such being the situation, I have no hesitation to conclude that no artificial/fictional breaks in service were provided to the petitioner by the respondent. The claim petition is not maintainable. The petitioner is not entitled to any relief.

22. Issues no. 1 to 2 are accordingly answered in the negative and decided against the petitioner, while issues no. 3 and 4 are answered in the affirmative and decided in favour of the respondent.

Issue No. 5:

23. Not pressed.

Relief:

24. In the light of what has been discussed hereinabove, while recording the findings on issues supra, the present claim petition merits dismissal and is accordingly dismissed, with no order as to costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 12th day of November, 2020.

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No.	: 356/2016
Date of Institution	: 27-5-2016
Date of Decision	: 13-11-2020

Shri Bhagat Ram s/o Shri Dhiraj Ram, r/o V.P.O. Balag, Tehsil Sundernagar, District Mandi, H.P. *..Petitioner.*

Versus

The Divisional Forest Officer, Suket Forest Division, Sunder Nagar, District Mandi, H.P.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Deepak Azad, Adv.

For the Respondent : Sh. Anil Sharma, Dy. D.A.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether time to time termination of the services of Shri Bhagat Ram s/o Shri Dhiraj Ram, r/o V.P.O. Balag, Teh. Sunder Nagar, District Mandi, H.P. during November, 1998 to August, 2009 by the Divisional Forest Officer, Suket Forest Division, Sunder Nagar, District Mandi, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?”

2. After that, a corrigendum reference dated 6th June, 2018 has been received from the appropriate Government, which reads thus:

“Whereas, a reference has been made to the Ld. Labour Court-cum-Industrial Tribunal, Dharamshala, District Kangra, H.P. vide notification of even no. dated 18-05-2016 for legal adjudication. However, inadvertently the correct facts could not be mentioned about the date of time to time termination in the said notification. Therefore, the same may be read as “November, 1998 to July, 2015” instead of “November, 1998 to August, 2009”

3. In furtherance to the reference it is averred by the petitioner in the statement of claim that he was engaged as a daily waged beldar by the respondent *w.e.f.* 21.11.1998 and had worked as such upto 23rd July, 2015. He had completed 240 days in each calendar year without any break. He had worked to the best of his ability in the department. However, fictional breaks were given to him time and again by the respondent despite availability of funds and work. His name was not mentioned by the respondent/department in the seniority list. A number of juniors (as detailed in para 4 of the petition), were retained by the respondent. His services were finally terminated by the respondent in July, 2015. The respondent has violated the principle of ‘last come first go’. No opportunity of re-engagement was ever given to the petitioner. The respondent had also violated the provisions of Sections 9-A and 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as ‘the Act’ for short). When the services of the petitioner were orally terminated by the respondent on 25.1.1999, he had approached the Hon’ble Administrative Tribunal, Shimla, whereupon he was directed to prefer the matter before the appropriate authority. A demand notice was raised by the petitioner before the Labour-cum-Conciliation Officer, Mandi on 6.9.2010. It was responded to by the respondent, but no proper mandays chart was given. The matter was turned down by the appropriate government. A fresh demand notice was filed by the petitioner, when along-with the reply a fresh mandays chart showing him to have worked upto September, 2012 was filed. The petitioner had approached the respondent time and again to re-engage him, but without success. Hence, the petition.

4. On notice, the respondent appeared. He filed a reply taking preliminary objections regarding lack of maintainability, that the petition was bad on account of delay and laches and that the case of retrenchment *w.e.f.* 24th July, 2015 has become infructuous, as the petitioner had worked intermittently and had never been retrenched. The contents of the petition were denied on merits. It was claimed that the petitioner was initially engaged to carry out seasonal forestry works

in the months of November & December, 1998 as per the availability of work and funds. He had worked intermittently with the department and had left the work of his own sweet will. No fictional/artificial breaks were given to him by the respondent. The petitioner had not completed 240 days in any calendar year. Since, the petitioner was an intermittent worker, his name was not included in the seniority list. The persons mentioned in the statement of claim had worked continuously and so some of them were regularized on their fulfilling the terms and conditions for regularization of daily waged workers. The respondent has not violated the principle of 'last come first go' or the provisions of Sections 9A and 10 of the Act. His services were never terminated by the respondent. Hence, it is prayed that the claim petition be dismissed.

5. While filing the rejoinder the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

6. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court *vide* order dated 10.4.2019:

1. Whether time to time termination of services of the petitioner by the respondent during November, 1998 to July, 2015 is/was illegal and unjustified, as alleged? ..*OPP.*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? ..*OPP.*
3. Whether the claim petition is not maintainable in the present form, as alleged? ..*OPR.*
4. Whether the claim petition is bad on account of delay and laches, as alleged? ..*OPR.*
5. Whether the claim petition has become infructuous, as alleged? ..*OPR.*

Relief.

7. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

8. Arguments of the learned counsel for the petitioner and the learned Deputy District Attorney for the respondent heard and records gone through.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: Negative
Issue No.2	: Negative
Issue No.3	: Affirmative
Issue No.4	: Affirmative
Issue No.5	: Not pressed
Relief	: Petition is dismissed per operative part of the Award.

REASONS FOR FINDINGS

Issues No.1 to 4:

10. All these issues are intrinsically connected with each other and required common appreciation of evidence, hence are taken together for the purpose of determination and adjudication.

11. The petitioner, namely, Shri Bhagat Ram examined himself as PW1 and filed his affidavit in evidence, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim.

In the cross-examination, he stated that he was employed in the department in the year 1998. He denied that he had not been attending the work regularly. He also denied that he used to work of his own free will. Further, he denied that the department had never given him fictional breaks. He specifically denied that no juniors to him were kept at work by the department. He also denied that he was being kept at work as per the availability of funds. It is also denied by him that he had not worked for 240 days or more in any calendar year. He clearly denied that he was not removed from work by the department. Volunteered that, he was being provided work intermittently. He denied that the department had not violated the principle of 'last come first go'. He is an agriculturalist.

12. Conversely, Shri Subhash Chand Prashar, Divisional Forest Officer, Suket Forest Division, Sunder Nagar, District Mandi (respondent) testified as RW1. In his affidavit Ex. RW1/A preferred as per Order 18, Rule 4 of the Code of Civil Procedure, he corroborated on oath the contents of the reply filed by him.

In the cross-examination, he feigned ignorance that the petitioner had worked on muster roll basis. He admitted that as per the record, no notice had been given to the petitioner to report back for work, nor any proceedings had been initiated. He clearly admitted that the persons shown at serial no. 40 to 131 in Ex.P-X, which is issued by the department, were engaged after the petitioner. Further, he admitted that as per the record, the date of initial engagement of the petitioner is September, 1998. He admitted that S/Sh. Het Ram, Ganga Ram, Babu Ram, Ram Dyal, Hans Raj, Radha Krishan and others had worked with the petitioner. Self stated that Sh. Het Ram s/o Sh. Paras Ram, Hans Raj, Het Ram s/o Sh. Dhani Ram, Desh Raj, Ram Dyal and Sh. Jai Prakash were regularized as per the orders of the Tribunal and some were regularized on the fulfillment of the requisite criteria. He also admitted that all the aforesaid workers were engaged for seasonal works. He denied that persons junior to the petitioner had wrongly been kept at work. He denied that the department had intentionally given fictional breaks to the petitioner. He specifically admitted that even today work is available with the department.

13. Ex. RW1/B is the copy of mandays chart relating to the petitioner.

14. Ex. RW1/C is the copy of notification dated 28.4.2009 regarding introduction of Bill/Tender system for all works.

15. It is the admitted case of the parties that the services of the petitioner were engaged by the respondent/department in the month of November, 1998. The mandays chart Ex.RW1/B also makes it crystal clear that the petitioner was initially appointed by the respondent in the month of November/December, 1998.

16. The respondent (RW1) specifically stated that no artificial/fictional breaks in service were provided to the petitioner at any point of time. The petitioner was only a seasonal worker who

used to work as per his own sweet will and convenience. These facts have not been challenged during the cross-examination by the learned counsel for the petitioner. It was merely suggested to the respondent that no notice nor any proceedings had been initiated against the petitioner for his absence from work. It is well settled that if a fact goes un-rebutted on record, the same can be taken as admitted by the other side. In view of this legal position, I am at a loss to understand as to how it lies in the mouth of the petitioner to say that his services were disengaged by the respondent wrongly and illegally from time to time.

17. Otherwise too, though the petitioner in his cross-examination denied that he had not continuously worked for 240 days in any calendar year, but from the mandays chart Ex.RW1/B placed on record by the respondent, which is not disputed by the petitioner, it is apparent that the petitioner had not completed 240 days of work in any calendar year of his engagement. The mandays chart Ex.RW1/B clarifies that the petitioner had not worked even for a single day in the years 2001 to 2008 and 2010 to 2013. In the years 1998, 2000, 2009, 2014 and 2015, he had worked for only 30, 61, 28, 14 and 22 days respectively. If intentional breaks in service were being provided to the petitioner by the respondent time and again as alleged, then why he (petitioner) did not agitate the said fact earlier or at the time of the receipt of the payments for the working days actually put in by him? Ex.RW1/B unfolds that in the year 2014, the petitioner worked under the respondent only for 14 days. A person not working for a single day or for less than 100 days in the whole year cannot be permitted to countenance that artificial/fictional breaks were provided to him by the respondent/employer wrongly and illegally.

18. The instant industrial dispute was raised by the petitioner at a belated stage *i.e.* after a lapse of about twelve years (as per the statement of claim the matter was raised by the petitioner before the Labour-cum-Conciliation Officer, Mandi on 6.9.2010) from the date/month the respondent is alleged to have started giving him fictional breaks in service. The fact that the petitioner remained tight lipped and complacent about his right for such a long period without any protest speaks volumes about the truthfulness and veracity of his claim. The petitioner cannot be allowed to take advantage of his own wrongs. Even the petitioner cannot be allowed to canvass that he has been discriminated as the services of the persons junior to him have been regularized by the respondent, since he (petitioner) did not fulfill the criteria for regularization of his services as per the policies of the State.

19. Although, the petitioner as per his pleadings and evidence has claimed that his services were finally terminated by the respondent in month of July, 2015, but no reference in this regard has been received from the appropriate Government. So, such pleadings and evidence of the petitioner cannot be looked into by this Court, being beyond the terms of the reference. Since, no reference has been received from the appropriate government regarding the alleged final termination of the services of the petitioner by the respondent in the month of July, 2015, therefore, the question of final termination of his services by the respondent does not arise.

20. Such being the situation, I have no hesitation to conclude that no artificial/fictional breaks in service were provided to the petitioner by the respondent. The claim petition is not maintainable. The petitioner is not entitled to any relief.

21. Issues no.1 to 2 are accordingly answered in the negative and decided against the petitioner, while issues no.3 and 4 are answered in the affirmative and decided in favour of the respondent.

Issue No. 5:

22. Not pressed.

Relief:

23. In the light of what has been discussed hereinabove, while recording the findings on issues *supra*, the present claim petition merits dismissal and is accordingly dismissed, with no order as to costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 13th day of November 2020.

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No.	: 10/2019
Date of Institution	: 25-02-2019
Date of Decision	: 18-11-2020

Shri Varinder Singh s/o Shri Bhikham Singh, r/o Village Mangarh, P.O. Gher, Tehsil Dehra, District Kangra, H.P. *..Petitioner.*

Versus

1. The Managing Director, Amartex Industries Limited, 365, Amartex House, Industrial Area, Phase-1, Panchkula, Haryana.
2. The Manager, Amartex Industries Limited, Showroom at old bus stand Kangra, H.P.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	: Petitioner in person.
For the Respondents	: Sh. Navneet Kumar, A.R.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether termination of services of Shri Varinder Singh s/o Shri Bhikham Singh, r/o Village Mangarh, P.O. Gher, Tehsil Dehra, District Kangra, H.P. *w.e.f.* 15-08-2014 (as alleged by workman) by (i) the Managing Director, Amartex Industries Limited, 365, Amartex House, Industrial Area, Phase-I, Panchkula, Haryana (ii) the Manager, Amartex Industries Limited, Showroom at old bus stand Kangra, H.P., without complying with the

provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/Management?"

2. The case is listed for evidence of the petitioner but, however, the petitioner Sh. Varinder Singh has made the below given statement in the Court today:

“ब्यान किया कि मेरा उपरावेक्त केस (Ref. No. 10/2019) में प्रतिवादी के साथ समझौता हो गया है। मैंने प्रतिवादी से full & final settlement की एवज में 24,000/- रुपये चेक संख्या “193800” के रूप में तथा 1,000/- रुपये नकद प्राप्त कर लिए हैं। अतः मैं इस केस को आगे न चलाना चाहता हूँ। इसे दाखिल दफ्तर किया जावे।”

3. In view of the above statement, this reference/claim petition is withdrawn as compromised. Parties to bear their own costs.

4. The reference is answered in the aforesaid terms.

5. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 18th day of November, 2020.

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

हिमाचल प्रदेश विधान सभा सचिवालय

अधिसूचना

शिमला-4, 20 मार्च, 2021

संख्या वि०स०-विधायन-बजट/1-8/2021.-हिमाचल प्रदेश विधान सभा की प्रक्रिया एवं कार्य संचालन नियमावली, 1973 के नियम 140 के अन्तर्गत हिमाचल प्रदेश विनियोग (संख्यांक 4) विधेयक, 2021 (2021 का विधेयक संख्यांक 4) जो आज दिनांक 20 मार्च, 2021 को हिमाचल प्रदेश विधान सभा में पुरःस्थापित हो चुका है, सर्वसाधारण को सूचनार्थ राजपत्र में मुद्रित करने हेतु प्रेषित किया जाता है।

हस्ताक्षरित / -
(यशपाल),
सचिव,
हि० प्र० विधान सभा।

हिमाचल प्रदेश विनियोग (संख्यांक 4) विधेयक, 2021

खण्डों का क्रम

खण्ड :

1. संक्षिप्त नाम और प्रारम्भ।
2. हिमाचल प्रदेश राज्य की संचित निधि में से वित्तीय वर्ष 2021—2022 के लिए ₹5,34,84,77,71,000 की राशि जारी करना।
3. विनियोग।
4. निरसन और व्यावृत्तियां
अनुसूची

2021 का विधेयक संख्यांक 4

हिमाचल प्रदेश विनियोग (संख्यांक 4) विधेयक, 2021

(विधान सभा में पुरःस्थापित रूप में)

वित्तीय वर्ष 2021—2022 के लिए हिमाचल प्रदेश राज्य की संचित निधि में से सेवाओं के लिए कतिपय धनराशियों के संदाय को प्राधिकृत करने और उनका विनियोग करने के लिए **विधेयक**।

भारत गणराज्य के बहत्तरवें वर्ष में हिमाचल प्रदेश विधान सभा द्वारा निम्नलिखित रूप में यह अधिनियमित हो :—

1. **संक्षिप्त नाम और प्रारम्भ.**—(1) इस अधिनियम का संक्षिप्त नाम हिमाचल प्रदेश विनियोग (संख्यांक 4) अधिनियम, 2021 है।

(2) यह प्रथम अप्रैल, 2021 को लागू होगा।

2. **हिमाचल प्रदेश राज्य की संचित निधि में से वित्तीय वर्ष 2021—2022 के लिए ₹5,34,84,77,71,000 की राशि जारी करना.**—हिमाचल प्रदेश राज्य की संचित निधि में से **अनुसूची** के तृतीय स्तम्भ में विनिर्दिष्ट से अनधिक धनराशियां जिनका योग केवल ₹5,34,84,77,71,000 (तरेपन हजार चार सौ चौरासी करोड़, सतहत्तर लाख और इकहत्तर हजार रुपए) है, संदत्त और उपयोजित की जाएं, जिनका वित्तीय वर्ष 2021—2022 की अवधि में **अनुसूची** के द्वितीय स्तम्भ में विनिर्दिष्ट सेवाओं और प्रयोजनों से सम्बन्धित विभिन्न प्रभारों के संदाय को चुकाने के लिए उपयोग किया जाएगा।

3. **विनियोग.**—इस अधिनियम द्वारा हिमाचल प्रदेश राज्य की संचित निधि में से संदत्त और उपयोजित करने के लिए प्राधिकृत धनराशियों का उक्त वर्ष के सम्बन्ध में अनुसूची में अभिव्यक्त सेवाओं और प्रयोजनों के लिए विनियोग किया जाएगा।

4. निरसन और व्यावृत्तियाँ:—निम्नलिखित विनिर्दिष्ट विनियोग अधिनियमों का एतद्वारा निरसन किया जाता है, अर्थात् :-

(i) हिमाचल प्रदेश विनियोग अधिनियम, 2020; (अधिनियम 2020 का 4) और

(ii) हिमाचल प्रदेश विनियोग (संख्यांक 2) अधिनियम, 2020; (2020 का 5)।

परन्तु ऐसा निरसन निम्नलिखित को प्रभावित नहीं करेगा:—

(क) किसी अन्य ऐसी अधिनियमितियों को प्रभावित नहीं करेगा जिसमें निरसित अधिनियमिति को लागू सम्मिलित या निर्दिष्ट किया गया है; या

(ख) पहले की गई या हुई किसी बात या पहले से अर्जित या उपगत किसी अधिकार, हक, बाध्यता या दायित्व अथवा उसके विषय में किसी उपचार या कार्यवाही या किसी ऋण, शास्ति, बाध्यता, दायित्व, दावे या मांग से कोई निर्मोचन या उन्मोचन या पहले ही अनुदत्त किसी क्षतिपूर्ति या किसी पूर्व कार्य या बात के सबूत की विधिमान्यता, अविधिमान्यता, उसके प्रभाव या परिणामों पर प्रभाव नहीं डालेगा; या

(ग) विधि के किसी सिद्धान्त या नियम या स्थापित अधिकारिता, अभिवचन के प्ररूप या अनुक्रम, पद्धति या प्रक्रिया या विद्यमान विशेषाधिकार, निर्बन्धन, छूट, पद या नियुक्ति पर नहीं पड़ेगा चाहे वह, इसके द्वारा निरसित किसी अधिनियमिति द्वारा उसमें या उससे किसी रीति से पुष्ट, मान्य या व्युत्पन्न क्यों न हो; या

(घ) संपरीक्षा, परीक्षण, लेखा, अन्वेषण, जांच या उससे सम्बन्धित किसी प्राधिकारी द्वारा की गई या की जाने वाली किसी अन्य कार्रवाई पर नहीं पड़ेगा और ऐसी संपरीक्षा, परीक्षण, लेखा, अन्वेषण, जांच या कार्रवाई की जा सकती है, और, या जारी रखी जा सकती है, मानो उक्त अधिनियमितियाँ इस अधिनियम द्वारा निरसित ही न की गई हों।

अनुसूची

(धारा 2 और 3 देखें)

मांग संख्या	सेवाएं और प्रयोजन	निम्नलिखित राशियों से अनधिक		
		विधान सभा द्वारा दत्तमत ₹ में	संचित निधि पर प्रभारित ₹ में	कुल ₹ में
1	2	3	4	5
1	विधान सभा (राजस्व)	41,80,11,000	1,07,51,000	42,87,62,000
	(पूंजीगत)	3,05,00,000		3,05,00,000
2	राज्यपाल और मन्त्री परिषद् (राजस्व)	17,05,43,000	8,18,21,000	25,23,64,000
3	न्याय प्रशासन (राजस्व)	1,91,98,87,000	55,68,44,000	2,47,67,31,000
	(पूंजीगत)	4,17,00,000		4,17,00,000
4	सामान्य प्रशासन (राजस्व)	2,58,43,85,000	14,56,92,000	2,73,00,77,000
	(पूंजीगत)	11,19,00,000		11,19,00,000

5	भू-राजस्व व जिला प्रशासन	(राजस्व) (पूँजीगत)	12,98,70,46,000 13,68,00,000		12,98,70,46,000 13,68,00,000
6	आबकारी और कराधान	(राजस्व) (पूँजीगत)	97,35,14,000 5,00,00,000		97,35,14,000 5,00,00,000
7	पुलिस और सम्बद्ध संगठन	(राजस्व) (पूँजीगत)	15,50,82,72,000 67,54,00,000		15,50,82,72,000 67,54,00,000
8	शिक्षा	(राजस्व) (पूँजीगत)	70,87,45,31,000 91,38,01,000		70,87,45,31,000 91,38,01,000
9	स्वास्थ्य एवं परिवार कल्याण	(राजस्व) (पूँजीगत)	24,15,88,60,000 92,66,00,000		24,15,88,60,000 92,66,00,000
10	लोक निर्माण—सड़क, पुल एवं भवन	(राजस्व) (पूँजीगत)	37,33,34,98,000 13,11,97,00,000		37,33,34,98,000 13,11,97,00,000
11	कृषि	(राजस्व) (पूँजीगत)	3,81,39,41,000 88,82,95,000		3,81,39,41,000 88,82,95,000
12	उद्यान	(राजस्व) (पूँजीगत)	3,70,46,02,000 14,68,12,000		3,70,46,02,000 14,68,12,000
13	सिंचाई, जलापूर्ति एवं सफाई	(राजस्व) (पूँजीगत)	26,49,52,57,000 7,55,24,00,000	1,000	26,49,52,58,000 7,55,24,00,000
14	पशु पालन, दुग्ध विकास एवं मत्स्य	(राजस्व) (पूँजीगत)	4,00,24,04,000 9,52,09,000		4,00,24,04,000 9,52,09,000
15	योजना एवं पिछड़ा क्षेत्र विकास कार्यक्रम	(राजस्व) (पूँजीगत)	72,11,73,000 4,71,14,00,000		72,11,73,000 4,71,14,00,000
16	वन और वन्य जीवन	(राजस्व) (पूँजीगत)	7,10,40,62,000 11,30,00,000		7,10,40,62,000 11,30,00,000
17	निर्वाचन	(राजस्व) (पूँजीगत)	31,52,49,000 75,00,000		31,52,49,000 75,00,000
18	उद्योग, खनिज, आपूर्ति एवं सूचना प्रौद्योगिकी	(राजस्व) (पूँजीगत)	1,74,21,07,000 31,84,01,000		1,74,21,07,000 31,84,01,000
19	सामाजिक न्याय एवं अधिकारिता	(राजस्व) (पूँजीगत)	12,33,62,94,000 8,36,00,000		12,33,62,94,000 8,36,00,000
20	ग्रामीण विकास	(राजस्व) (पूँजीगत)	11,03,60,38,000 59,00,000		11,03,60,38,000 59,00,000
21	सहकारिता	(राजस्व) (पूँजीगत)	34,93,42,000 2,00,000		34,93,42,000 2,00,000
22	खाद्य और नागरिक आपूर्ति	(राजस्व) (पूँजीगत)	1,86,17,13,000 1,58,00,000		1,86,17,13,000 1,58,00,000

23	विद्युत विकास	(राजस्व)	2,69,98,92,000		2,69,98,92,000
		(पूँजीगत)	2,65,11,00,000		2,65,11,00,000
24	मुद्रण एवं लेखन सामग्री	(राजस्व)	25,75,87,000		25,75,87,000
		(पूँजीगत)	30,00,000		30,00,000
25	सड़क और जल परिवहन	(राजस्व)	2,48,74,14,000		2,48,74,14,000
		(पूँजीगत)	1,10,55,00,000		1,10,55,00,000
26	पर्यटन और नागर विमानन	(राजस्व)	1,17,53,34,000		1,17,53,34,000
		(पूँजीगत)	5,78,39,01,000		5,78,39,01,000
27	श्रम, रोजगार और प्रशिक्षण	(राजस्व)	3,06,11,11,000		3,06,11,11,000
		(पूँजीगत)	83,35,00,000		83,35,00,000
28	शहरी विकास, नगर एवं ग्राम योजना तथा आवास	(राजस्व)	6,32,84,40,000		6,32,84,40,000
		(पूँजीगत)	1,81,82,00,000		1,81,82,00,000
29	वित्त	(राजस्व)	72,03,57,69,000	50,17,56,66,000	1,22,21,14,35,000
		(पूँजीगत)	19,77,51,000	53,33,51,13,000	53,53,28,64,000
30	विविध सामान्य सेवाएं	(राजस्व)	93,68,13,000		93,68,13,000
		(पूँजीगत)	16,67,00,000		16,67,00,000
31	जनजातीय क्षेत्र विकास कार्यक्रम	(राजस्व)	16,64,21,30,000		16,64,21,30,000
		(पूँजीगत)	5,74,14,00,000		5,74,14,00,000
32	अनुसूचित जाति विकास कार्यक्रम	(राजस्व)	20,25,46,95,000		20,25,46,95,000
		(पूँजीगत)	16,00,59,99,000		16,00,59,99,000
	जोड़	(राजस्व)	3,66,28,99,14,000	50,97,07,75,000	4,17,26,06,89,000
		(पूँजीगत)	64,25,19,69,000	53,33,51,13,000	1,17,58,70,82,000
	कुल जोड़		4,30,54,18,83,000	1,04,30,58,88,000	5,34,84,77,71,000

उद्देश्यों और कारणों का कथन

यह विधेयक, भारत के संविधान के अनुच्छेद 204 के खण्ड (1) के अनुसरण में हिमाचल प्रदेश राज्य की संचित निधि में से वित्तीय वर्ष 2021-22 के लिए हिमाचल प्रदेश सरकार के अनुमानित व्ययों के सम्बन्ध में संचित निधि पर प्रभारित व्ययों और विधान सभा द्वारा दत्तमत अन्य व्ययों को पूरा करने के लिए अपेक्षित धन के विनियोजन का उपबन्ध करने के लिए पुरःस्थापित है।

(जय राम ठाकुर)
मुख्य मन्त्री।

शिमला :

तारीख : मार्च, 2021

BILL NO. 4 OF 2021

THE HIMACHAL PRADESH APPROPRIATION (NUMBER 4) BILL, 2021

ARRANGEMENT OF CLAUSES

Clauses:

1. Short title and commencement.
2. Issue of a sum of ₹ 5,34,84,77,71,000 out of the Consolidated Fund of the State of Himachal Pradesh for the financial year 2021-2022.
- 3.
4. Appropriation.
4. Repeal and savings.

THE SCHEDULE

Bill No. 4 of 2021

THE HIMACHAL PRADESH APPROPRIATION (NUMBER 4) BILL, 2021

(AS INTRODUCED IN THE LEGISLATIVE ASSEMBLY)

A

BILL

to authorise payment and appropriation of certain sums from and out of the Consolidated Fund of the State of Himachal Pradesh for the services for the financial year 2021-2022.

BE it enacted by the Legislative Assembly of Himachal Pradesh in the Seventy-second Year of the Republic of India as follows:—

1. Short title and commencement.—(1) This Act may be called the Himachal Pradesh Appropriation (Number 4) Act, 2021.

(2) It shall come into force on the first day of April, 2021.

2. Issue of a sum of ₹ 5,34,84,77,71,000 out of the Consolidated Fund of the State of Himachal Pradesh for the financial year 2021-2022.—From and out of the Consolidated Fund of the State of Himachal Pradesh, there may be paid and applied sums not exceeding those specified in column (3) of THE SCHEDULE amounting in the aggregate to a sum of ₹ 5,34,84,77,71,000 (Rupees fifty three thousand four hundred eighty four crore, seventy seven lakh seventy one thousand) only towards defraying the several charges which will come in course of payment during the financial year 2021-2022 in respect of the services and purposes specified in column (2) of THE SCHEDULE.

3. Appropriation—The sums authorized to be paid and applied from and out of the Consolidated Fund of the State of Himachal Pradesh by this Act shall be appropriated for the services and purposes expressed in THE SCHEDULE in relation to the said year.

4. Repeal and savings.—The Appropriation Acts specified below are hereby repealed, namely:—

(i) The Himachal Pradesh Appropriation Act, 2020 (Act No. 4 of 2020).

(ii) The Himachal Pradesh Appropriation (Number 2) Act, 2020 (Act No. 5 of 2020)

Provided that such repeal shall not,—

- (a) affect, any other enactment in which the repealed enactment has been applied, incorporated or referred to; or
- (b) affect the validity, invalidity, effect or consequences of anything already done or suffered, or any right, title, obligation or liability already acquired or incurred, or any remedy or proceeding in respect thereof, or any release or discharge of or from any debt, penalty, obligation, liability, claim or demand, or indemnity already granted, or the proof of any past act or thing; or
- (c) affect any principle or rule of law, or established jurisdiction, form or course of pleading, practice or procedure, or existing privilege, restriction, exemption, office or appointment, notwithstanding that the same respectively may have been in any manner affirmed or recognized or derived by, in or from any enactment thereby repealed; or
- (d) affect the audit, examination, accounting, investigation, inquiry or any other action taken or to be taken in relation thereto by any authority and such audit, examination, accounting, investigation, inquiry or action could be taken, and, or continued as if the said enactments are not repealed by this Act.

THE SCHEDULE

(See sections 2 and 3)

Demand No.	Services and purposes	Sums not exceeding		
		Voted by the Legislative Assembly in ₹	Charged on the Consolidated Fund in ₹	Total in ₹
1	2	3	4	5
1	Vidhan Sabha (Revenue)	41,80,11,000	1,07,51,000	42,87,62,000
	(Capital)	3,05,00,000		3,05,00,000
2	Governor and Council of Ministers (Revenue)	17,05,43,000	8,18,21,000	25,23,64,000
3	Administration of Justice (Revenue)	1,91,98,87,000	55,68,44,000	2,47,67,31,000
	(Capital)	4,17,00,000		4,17,00,000
4	General Administration (Revenue)	2,58,43,85,000	14,56,92,000	2,73,00,77,000
	(Capital)	11,19,00,000		11,19,00,000

5	Land Revenue and District Administration	(Revenue)	12,98,70,46,000		12,98,70,46,000
		(Capital)	13,68,00,000		13,68,00,000
6	Excise and Taxation	(Revenue)	97,35,14,000		97,35,14,000
		(Capital)	5,00,00,000		5,00,00,000
7	Police and Allied Organisations	(Revenue)	15,50,82,72,000		15,50,82,72,000
		(Capital)	67,54,00,000		67,54,00,000
8	Education	(Revenue)	70,87,45,31,000		70,87,45,31,000
		(Capital)	91,38,01,000		91,38,01,000
9	Health and Family Welfare	(Revenue)	24,15,88,60,000		24,15,88,60,000
		(Capital)	92,66,00,000		92,66,00,000
10	Public Works- Roads, Bridges and Buildings	(Revenue)	37,33,34,98,000		37,33,34,98,000
		(Capital)	13,11,97,00,000		13,11,97,00,000
11	Agriculture	(Revenue)	3,81,39,41,000		3,81,39,41,000
		(Capital)	88,82,95,000		88,82,95,000
12	Horticulture	(Revenue)	3,70,46,02,000		3,70,46,02,000
		(Capital)	14,68,12,000		14,68,12,000
13	Irrigation, Water Supply and Sanitation	(Revenue)	26,49,52,57,000	1,000	26,49,52,58,000
		(Capital)	7,55,24,00,000		7,55,24,00,000
14	Animal Husbandry, Dairy Development and Fisheries	(Revenue)	4,00,24,04,000		4,00,24,04,000
		(Capital)	9,52,09,000		9,52,09,000
15	Planning and Backward Area Development Programme	(Revenue)	72,11,73,000		72,11,73,000
		(Capital)	4,71,14,00,000		4,71,14,00,000
16	Forest and Wild Life	(Revenue)	7,10,40,62,000		7,10,40,62,000
		(Capital)	11,30,00,000		11,30,00,000
17	Election	(Revenue)	31,52,49,000		31,52,49,000
		(Capital)	75,00,000		75,00,000
18	Industries, Minerals, Supplies and Information Technology	(Revenue)	1,74,21,07,000		1,74,21,07,000
		(Capital)	31,84,01,000		31,84,01,000
19	Social Justice and Empowerment	(Revenue)	12,33,62,94,000		12,33,62,94,000
		(Capital)	8,36,00,000		8,36,00,000
20	Rural Development	(Revenue)	11,03,60,38,000		11,03,60,38,000
		(Capital)	59,00,000		59,00,000
21	Co-operation	(Revenue)	34,93,42,000		34,93,42,000
		(Capital)	2,00,000		2,00,000

22	Food and Civil (Revenue)	1,86,17,13,000		1,86,17,13,000
	Supplies (Capital)	1,58,00,000		1,58,00,000
23	Power (Revenue)	2,69,98,92,000		2,69,98,92,000
	Development (Capital)	2,65,11,00,000		2,65,11,00,000
24	Printing and (Revenue)	25,75,87,000		25,75,87,000
	Stationery (Capital)	30,00,000		30,00,000
25	Road and Water (Revenue)	2,48,74,14,000		2,48,74,14,000
	Transport (Capital)	1,10,55,00,000		1,10,55,00,000
26	Tourism and Civil (Revenue)	1,17,53,34,000		1,17,53,34,000
	Aviation (Capital)	5,78,39,01,000		5,78,39,01,000
27	Labour, (Revenue)	3,06,11,11,000		3,06,11,11,000
	Employment and (Capital)	83,35,00,000		83,35,00,000
28	Training (Revenue)	6,32,84,40,000		6,32,84,40,000
	Urban Development, Town and Country Planning and Housing (Capital)	1,81,82,00,000		1,81,82,00,000
29	Finance (Revenue)	72,03,57,69,000	50,17,56,66,000	1,22,21,14,35,000
	(Capital)	19,77,51,000	53,33,51,13,000	53,53,28,64,000
30	Miscellaneous (Revenue)	93,68,13,000		93,68,13,000
	General Services (Capital)	16,67,00,000		16,67,00,000
31	Tribal Area (Revenue)	16,64,21,30,000		16,64,21,30,000
	Development Programme (Capital)	5,74,14,00,000		5,74,14,00,000
32	Scheduled Caste (Revenue)	20,25,46,95,000		20,25,46,95,000
	Development Programme (Capital)	16,00,59,99,000		16,00,59,99,000
	Total (Revenue)	3,66,28,99,14,000	50,97,07,75,000	4,17,26,06,89,000
	(Capital)	64,25,19,69,000	53,33,51,13,000	1,17,58,70,82,000
	Grand Total	4,30,54,18,83,000	1,04,30,58,88,000	5,34,84,77,71,000

STATEMENT OF OBJECTS AND REASONS

This Bill is introduced in pursuance of clause (1) of article 204 of the Constitution of India to provide for the appropriation from and out of the Consolidated Fund of the State of Himachal Pradesh of the moneys required to meet the expenditure charged on the Consolidated Fund and other expenditure as voted by the Legislative Assembly in respect of the estimated expenditure of the Government of Himachal Pradesh for the financial year 2021-2022.

(JAI RAM THAKUR)

Chief Minister.

SHIMLA:

The March, 2021.

**ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी, इन्दौरा, जिला कांगड़ा
(हि0 प्र0)**

मिसल नं0 : 03/ई0 एम0/2021

तारीख पेशी : 08-04-2021

श्री राम दास पुत्र श्री मनेर @ जगत राम पुत्र श्री दितू, गांव चुहड़पुर, डाकघर चनौर, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0 प्रार्थी।

बनाम

आम जनता

प्रत्यार्थी।

विषय.—प्रार्थना-पत्र नाम दुरुस्ती राजस्व रिकार्ड बावत अराजी खाता नं0 163, खतौनी नं0 234, खसरा नं0 1146-1147-1148, कित्ता 3, रकबा तादादी 00-40-01 है0 मी0, जमाबन्दी साल 2015-16 वाकया महाल व मौजा कुड़सा, तहसील इंदौरा, जिला कांगड़ा, हि0 प्र0।

उपरोक्त विषय से सम्बन्धित प्रार्थना-पत्र प्रस्तुत करते हुये प्रार्थी श्री राम दास पुत्र श्री मनेर @ जगत राम पुत्र श्री दितू, गांव चुहड़पुर, डाकघर चनौर, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0 ने निवेदन किया है कि वह उक्त भूमि का वाहिद मालिक है और मौका पर काश्त करता है लेकिन खाता नं0 163, खतौनी नं0 234, खसरा नं0 1146-1147-1148, कित्ता 3, रकबा तादादी 00-40-01 है0 मी0, जमाबन्दी साल 2015-16 वाकया महाल व मौजा कुड़सा, तहसील इंदौरा, जिला कांगड़ा, हि0 प्र0 कागजात माल में उसका नाम राम सरन पुत्र श्री मनेर @ जगत राम पुत्र श्री दितू, गांव चुहड़पुर, डाकघर चनौर, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0 में गलत दर्ज कर दिया गया है जो कि गलत है। जबकि मेरा उसका वास्तविक नाम राम दास पुत्र श्री मनेर @ जगत राम पुत्र श्री दितू, गांव चुहड़पुर, डाकघर चनौर, तहसील इन्दौरा, जिला कांगड़ा, हि0 प्र0 है। जिसकी दुरुस्ती करके खाना मलकीयत में उसका सही नाम श्री राम दास पुत्र श्री मनेर @ जगत राम पुत्र श्री दितू, किया जावे।

अतः इस इश्तहार द्वारा सर्वसाधारण/आम जनता को सूचित किया जाता है कि उक्त विषय से सम्बन्धित मुकद्दमे में खाना मलकीयत में नाम की दुरुस्ती करने बारे किसी व्यक्ति को कोई एतराज हो तो वह असालतन या वकालतन दिनांक 08-04-2021 को प्रातः 10.00 बजे अदालत हजा में हाजिर होवें अन्यथा मिसल पर नियमानुसार अग्रिम कार्रवाई अमल में लाई जाएगी।

आज दिनांक 08-03-2021 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
इन्दौरा, जिला कांगड़ा (हि0 प्र0)।

ब अदालत श्री शाम स्वरूप, नायब तहसीलदार व कार्यकारी दण्डाधिकारी, भवारना,
जिला कांगड़ा (हि0 प्र0)

मुकद्दमा नं0 : /2021

तारीख पेशी : 12-04-2021

श्री मस्त राम पुत्र पुत्र श्री सुखिया राम, वासी गांव व डाकघर कस्बा पुन्नर, उप-तहसील भवारना, जिला कांगड़ा (हि0 प्र0) प्रार्थी।

बनाम

आम जनता

प्रतिवादी।

विषय.—जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत मृत्यु पंजीकरण हेतु प्रार्थना—पत्र।

श्री मस्त राम पुत्र पुत्र श्री सुखिया राम, वासी गांव व डाकघर कस्बा पुन्नर, उप—तहसील भवारना, जिला कांगड़ा (हि0 प्र0) ने इस अदालत में प्रार्थना—पत्र मय ब्यान हल्फी पेश करते हुए आवेदन किया है कि उसके दिवंगत पिता सुखिया राम पुत्र रीझा का देहान्त दिनांक 12-12-1986 को गांव कस्बा, ग्राम पंचायत पुन्नर, उप—तहसील भवारना, जिला कांगड़ा (हि0 प्र0) में हुआ है परन्तु अज्ञानतावश उसकी मृत्यु का पंजीकरण स्थानीय ग्राम पंचायत अभिलेख में न करवाया गया है। अतः प्रार्थी इस न्यायालय के माध्यम से अपने दिवंगत पिता की मृत्यु का पंजीकरण करने का आदेश ग्राम पंचायत पुन्नर को जारी करवाना चाहता है।

अतः प्रार्थी का आवेदन स्वीकार करते हुए इस इशतहार मुश्री मुनादी व चस्पांगी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति या संस्था को उक्त सुखिया राम पुत्र रीझा की मृत्यु तिथि 12-12-1986 के पंजीकरण बारे कोई उजर एवं एतराज हो तो वह असालतन या वकालतन तारीख पेशी 12-04-2021 को हाजिर अदालत होकर अपना उजर व एतराज पेश कर सकता है। बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व उपरोक्त स्व0 सुखिया राम पुत्र रीझा की मृत्यु तिथि को पंजीकरण करने का आदेश उप—स्थानीय पंजीकार, जन्म व मृत्यु, ग्राम पंचायत पुन्नर को पारित कर दिया जाएगा।

यह इशतहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 08-03-2021 को जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी
भवारना, जिला कांगड़ा (हि0 प्र0)।

**ब अदालत श्री शाम स्वरूप, नायब तहसीलदार व कार्यकारी दण्डाधिकारी, भवारना,
जिला कांगड़ा (हि0 प्र0)**

मुकदमा नं0 : /2021

तारीख पेशी : 12-04-2021

श्री मस्त राम पुत्र पुत्र श्री सुखिया राम, वासी गांव व डाकघर कस्बा पुन्नर, उप—तहसील भवारना, जिला कांगड़ा (हि0 प्र0) प्रार्थी।

बनाम

आम जनता

प्रतिवादी।

विषय.—जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत मृत्यु पंजीकरण हेतु प्रार्थना—पत्र।

श्री मस्त राम पुत्र पुत्र श्री सुखिया राम, वासी गांव व डाकघर कस्बा पुन्नर, उप—तहसील भवारना, जिला कांगड़ा (हि0 प्र0) ने इस अदालत में प्रार्थना—पत्र मय ब्यान हल्फी पेश करते हुए आवेदन किया है कि उसकी दिवंगत माता मनसा देवी पत्नी सुखिया राम का देहान्त दिनांक 10-10-1998 को गांव कस्बा, ग्राम पंचायत पुन्नर, उप—तहसील भवारना, जिला कांगड़ा (हि0 प्र0) में हुआ है परन्तु अज्ञानतावश उसकी मृत्यु का पंजीकरण स्थानीय ग्राम पंचायत अभिलेख में न करवाया गया है। अतः प्रार्थी इस न्यायालय के माध्यम से अपनी दिवंगत माता की मृत्यु का पंजीकरण करने का आदेश ग्राम पंचायत पुन्नर को जारी करवाना चाहता है।

अतः प्रार्थी का आवेदन स्वीकार करते हुए इस इशतहार मुश्री मुनादी व चस्पंगी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति या संस्था को उक्त मनसा देवी पत्नी सुखिया राम की मृत्यु तिथि 10-10-1998 के पंजीकरण बारे कोई उजर एवं एतराज हो तो वह असालतन या वकालतन तारीख पेशी 12-04-2021 को हाजिर अदालत होकर अपना उजर व एतराज पेश कर सकता है। बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व उपरोक्त स्व० मनसा देवी पत्नी सुखिया राम की मृत्यु तिथि को पंजीकरण करने का आदेश उप-स्थानीय पंजीकार, जन्म व मृत्यु, ग्राम पंचायत पुन्नर को पारित कर दिया जाएगा।

यह इशतहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 08-03-2021 को जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
भवारना, जिला कांगड़ा (हि० प्र०)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०)

केस नं० : 01/NT/2021

तारीख पेशी : 08-04-2021

श्रीमती व्यासां देवी पत्नी विधि चन्द, निवासी महाल चलोई, मौजा थिल, तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०)।

बनाम

आम जनता

उनवान मुकद्दमा.—नाम दुरुस्ती।

प्रार्थिया श्रीमती व्यासां देवी पत्नी विधि चन्द, निवासी महाल चलोई, मौजा थिल, तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०) ने स्वयं उपस्थित होकर प्रार्थना-पत्र दुरुस्ती प्रस्तुत किया है कि उसका नाम राजस्व कागजात में व्यासां देवी पत्नी विधि चन्द दर्ज है, जबकि आधार कार्ड व अन्य कागजातों में उसका नाम व्यासां देवी के बजाये बिसास देवी दर्ज हो गया है दो अलग-अलग नाम हो जाने के कारण उन्हें दिक्कतों का सामना करना पड़ रहा है। अतः प्रार्थिया का आग्रह है कि उपरोक्त वर्णित महाल के राजस्व अभिलेख में उसका नाम व्यासां देवी उपनाम बिसास देवी पत्नी विधि चन्द दर्ज किया जाए।

अतः सर्वसाधारण को सुनवाई हेतु बजरिये इशतहार व मुश्री मुनादी द्वारा सूचित किया जाता है कि इस नाम दुरुस्ती के सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 08-04-2021 को असालतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेर समायत न होगा तथा प्रार्थिया श्रीमती व्यासां देवी पत्नी विधि चन्द, निवासी महाल चलोई, मौजा थिल, तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०) का नाम राजस्व अभिलेख महाल चलोई के अभिलेख में व्यासां देवी उपनाम बिसास देवी पत्नी विधि चन्द दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 09-03-2021 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—,
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा (हि० प्र०)।

**ब अदालत श्री विकास जमवाल, हि0प्र0से0, विवाह पंजीकरण अधिकारी, धीरा, उप-मण्डल धीरा,
जिला कांगड़ा (हि0 प्र0)**

1. मोनू कुमार आयु 33 वर्ष पुत्र महिन्द्र सिंह, निवासी गांव पक्खी, डाकघर बैरघाट, तहसील थुरल, जिला कांगड़ा, हिमाचल प्रदेश।

2. सुमन आयु 29 वर्ष पुत्री देश राज, निवासी गांव मलेहड, डाकघर मरुंह, तहसील धीरा, जिला कांगड़ा, हिमाचल प्रदेश।

बनाम

आम जनता

प्रतिवादी।

आम जनता को सूचित किया जाता है कि प्रार्थीगण एक व दो ने इस न्यायालय में विवाह पंजीकरण करवाने का आवेदन किया है। अतः इस इशतहार द्वारा आम जनता व उपरोक्त आवेदनकर्ता के माता-पिता को इस विवाह के पंजीकरण बारे एतराज हो तो दिनांक 05-04-2021 या इससे पूर्व प्रातः 10 बजे तक इस न्यायालय में आपत्ति दर्ज करवा सकते हैं। इस तिथि के बाद कोई उजर स्वीकार नहीं किया जायेगा।

आज दिनांक 03-03-2021 को मेरे हस्ताक्षर एवं मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—

विवाह पंजीकरण अधिकारी,
धीरा, उप-मण्डल धीरा, जिला कांगड़ा, हिमाचल प्रदेश।

**ब अदालत श्री मदन लाल शुक्ला, नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी,
इन्दौरा, जिला कांगड़ा (हि0 प्र0)**

मिसल नं0 :

तारीख पेशी : 08-04-2021

1. श्री कुलवन्त राये पुत्र श्री रतन चन्द, निवासी माजरा, तहसील इन्दौरा, जिला कांगड़ा (हि0प्र0)
2. श्रीमती निर्मला देवी पुत्री श्री प्रकाश चन्द, निवासी मण्ड मियाणी, तहसील इन्दौरा, जिला कांगड़ा (हि0प्र0)

बनाम

आम जनता

विषय.—प्रार्थना-पत्र जेरे धारा 8(4) हिमाचल प्रदेश विवाह पंजीकरण अधिनियम, 1996.

प्रार्थीगण श्री कुलवन्त राय पुत्र श्री रतन चन्द, निवासी माजरा, तहसील इन्दौरा, जिला कांगड़ा (हि0प्र0) व श्रीमती निर्मला देवी पुत्री श्री प्रकाश चन्द, निवासी मण्ड मियाणी, तहसील इन्दौरा, जिला कांगड़ा (हि0प्र0) ने प्रार्थना-पत्र प्रस्तुत करते हुए निवेदन किया है कि उसका विवाह तिथि 09-11-2021 को ग्राम पंचायत माजरा के अभिलेख में दर्ज न है जोकि दर्ज किया जाए।

अतः इस इशतहार राजपत्र के द्वारा सर्वसाधारण को सूचित किया जाता है कि उक्त विवाह पंजीकरण करने बारे किसी व्यक्ति को कोई भी एतराज हो तो वह असालतन या वकालतन दिनांक 08-04-2021 को प्रातः 10.00 बजे अदालत हजा में उपस्थित होकर अपना एतराज पेश कर सकता है। कोई एतराज पेश न होने की सूरत में विवाह को पंजीकरण करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 09-03-2021 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी किया गया।

मोहर।

हस्ताक्षरित /—
नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी,
इन्दौरा, जिला कांगड़ा (हि0 प्र0)।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी, निरमण्ड, जिला कुल्लू (हि0 प्र0)

तिगली उर्फ कैलाश चन्द पुत्र अन्नत राम, निवासी माहवा, फाटी तुनन, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0)।

बनाम

आम जनता

विषय.—राजस्व रिकार्ड में नाम दुरुस्ती करने बारे आवेदन—पत्र।

तिगली उर्फ कैलाश चन्द पुत्र अन्नत राम, निवासी माहवा, फाटी तुनन, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0) ने एक प्रार्थना—पत्र बमय शपथ—पत्र इस आशय के साथ गुजारा है कि मेरा नाम प्रत्येक कागजात में कैलाश चन्द दर्ज है, परन्तु राजस्व विभाग के रिकार्ड फाटी तुनन, पटवार वृत्त थाचवा में तिगली दर्ज हो गया है। जिसको मैं दुरुस्त करके तिगली उर्फ कैलाश चन्द ही दर्ज करवाना चाहता हूं।

अतः इस इशतहार द्वारा सर्वसाधारण जनता व हितबद्ध व्यक्तियों को सूचित किया जाता है कि उपरोक्त नाम को दुरुस्त करने बारे किसी व्यक्ति को कोई आपत्ति हो तो वह दिनांक 08-04-2021 को या इससे पूर्व अधोहस्ताक्षरी के समक्ष असालतन व वकालतन उपस्थित होकर अपनी आपत्ति दर्ज कर सकता है। इसके पश्चात कोई भी एतराज काबिले समायत नहीं होगा तथा आवेदन—पत्र पर नियमानुसार कार्यवाही अमल में लाई जाएगी।

आज दिनांक 06-03-2021 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता प्रथम श्रेणी,
तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0)।

**ब अदालत श्री मित्रदेव मोहतल, तहसीलदार एवं कार्यकारी दण्डाधिकारी, कुल्लू,
जिला कुल्लू (हि0 प्र0)**

केस नं० : 11/ME/T/2021

श्री कमल कुमार पुत्र श्री योग राज, निवासी गांव भोष, डाकघर हरीपुर, तहसील व जिला कुल्लू (हि0 प्र0)।

श्रीमती सुनीता देवी पुत्री श्री प्रेम लाल, निवासी गांव शमशी, तहसील व जिला कुल्लू (हि0 प्र0)

प्रार्थीगण।

बनाम

आम जनता

प्रतिवादीगण।

विषय.—प्रार्थना-पत्र जेर धारा 8(4) हि0 प्र0 रजिस्ट्रीकरण नियम, 2004 विवाह पंजीकरण बारे।

उपरोक्त मामला में प्रार्थीगण उपरोक्त ने इस अदालत में प्रार्थना-पत्र पेश किया है कि उन्होंने दिनांक 08-12-2019 को हिन्दू रीति-रिवाज के अनुसार स्थान शमशी में शादी कर ली है और तब से दोनों पति-पत्नी के रूप में रहते चले आ रहे हैं परन्तु प्रार्थीगण द्वारा अपनी शादी का इन्द्राज सम्बन्धित पंचायत में नहीं करवाया है।

अतः सर्वसाधारण व सगे-सम्बन्धियों को इस इशतहार द्वारा सूचित किया जाता है कि किसी भी व्यक्ति को उपरोक्त प्रार्थीगण की शादी को सम्बन्धित पंचायत के अभिलेख में दर्ज करने बारे कोई उजर व एतराज हो तो वह दिनांक 09-04-2021 को सुबह 10.00 बजे या इससे पूर्व असातन या वकालतन हाजिर अदालत पेश होकर अपना उजर व एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर व एतराज प्राप्त न होने की सूरत में नियमानुसार शादी दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 06-03-2021 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

मित्रदेव मोहतल,
तहसीलदार एवं कार्यकारी दण्डाधिकारी,
कुल्लू जिला कुल्लू (हि0 प्र0)।

ब अदालत श्री मित्रदेव मोहतल, तहसीलदार एवं कार्यकारी दण्डाधिकारी, कुल्लू,
जिला कुल्लू (हि0 प्र0)

केस नं0 : 10/ME/T/2021

श्री गिले राम पुत्र श्री लोत राम, निवासी गांव पारशा, डाकघर अरछण्डी, तहसील व जिला कुल्लू (हि0 प्र0)।

श्रीमती शीला देवी पुत्री श्री टेक चन्द, निवासी गांव कुमारटी, डाकघर रामन, तहसील व जिला मण्डी (हि0 प्र0) प्रार्थीगण।

बनाम

आम जनता

प्रतिवादीगण।

विषय.—प्रार्थना-पत्र जेर धारा 8(4) हि0 प्र0 रजिस्ट्रीकरण नियम, 2004 विवाह पंजीकरण बारे।

उपरोक्त मामला में प्रार्थीगण उपरोक्त ने इस अदालत में प्रार्थना-पत्र पेश किया है कि उन्होंने दिनांक 15-05-2015 को हिन्दू रीति-रिवाज के अनुसार स्थान पारशा में शादी कर ली है और तब से दोनों

पति-पत्नी के रूप में रहते चले आ रहे हैं परन्तु प्रार्थीगण द्वारा अपनी शादी का इन्द्राज सम्बन्धित पंचायत में नहीं करवाया है।

अतः सर्वसाधारण व सगे-सम्बन्धियों को इस इशतहार द्वारा सूचित किया जाता है कि किसी भी व्यक्ति को उपरोक्त प्रार्थीगण की शादी को सम्बन्धित पंचायत के अभिलेख में दर्ज करने बारे कोई उजर व एतराज हो तो वह दिनांक 09-04-2021 को सुबह 10.00 बजे या इससे पूर्व असालतन या वकालतन हाजिर अदालत पेश होकर अपना उजर व एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर व एतराज प्राप्त न होने की सूरत में नियमानुसार शादी दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 06-03-2021 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

मित्रदेव मोहतल,
तहसीलदार एवं कार्यकारी दण्डाधिकारी,
कुल्लू जिला कुल्लू (हि0 प्र0)।

ब अदालत श्री मित्रदेव मोहतल, तहसीलदार एवं कार्यकारी दण्डाधिकारी, कुल्लू,
जिला कुल्लू (हि0 प्र0)

केस नं0 : 09/ME/T/2021

श्री रमेश चन्द पुत्र श्री वीर चन्द, निवासी गांव हिम्बरी, डाकघर शिरड, तहसील व जिला कुल्लू (हि0 प्र0)।

श्रीमती पुष्पा देवी पुत्री श्री धर्म चन्द, निवासी गांव कुकडी, डाकघर फोजल, तहसील व जिला कुल्लू (हि0 प्र0) प्रार्थीगण।

बनाम

आम जनता

प्रतिवादीगण।

विषय.—प्रार्थना-पत्र जेर धारा 8(4) हि0 प्र0 रजिस्ट्रीकरण नियम, 2004 विवाह पंजीकरण बारे।

उपरोक्त मामला में प्रार्थीगण उपरोक्त ने इस अदालत में प्रार्थना-पत्र पेश किया है कि उन्होंने दिनांक 11-05-2019 को हिन्दू रीति-रिवाज के अनुसार स्थान हिम्बरी में शादी कर ली है और तब से दोनों पति-पत्नी के रूप में रहते चले आ रहे हैं परन्तु प्रार्थीगण द्वारा अपनी शादी का इन्द्राज सम्बन्धित पंचायत में नहीं करवाया है।

अतः सर्वसाधारण व सगे-सम्बन्धियों को इस इशतहार द्वारा सूचित किया जाता है कि किसी भी व्यक्ति को उपरोक्त प्रार्थीगण की शादी को सम्बन्धित पंचायत के अभिलेख में दर्ज करने बारे कोई उजर व एतराज हो तो वह दिनांक 09-04-2021 को सुबह 10.00 बजे या इससे पूर्व असालतन या वकालतन हाजिर अदालत पेश होकर अपना उजर व एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर व एतराज प्राप्त न होने की सूरत में नियमानुसार शादी दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 06-03-2021 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

मित्रदेव मोहतल,
तहसीलदार एवं कार्यकारी दण्डाधिकारी,
कुल्लू जिला कुल्लू (हि0 प्र0)।

ब अदालत श्री मित्रदेव मोहतल, तहसीलदार एवं कार्यकारी दण्डाधिकारी, कुल्लू,
जिला कुल्लू (हि0 प्र0)

केस नं0 : 08/ME/T/2021

श्री धनी राम पुत्र श्री चन्दे राम, निवासी गांव जाणा, डाकघर अरछण्डी, तहसील व जिला कुल्लू
(हि0 प्र0)।

श्रीमती मीनू देवी पुत्री श्री टिकम राम, निवासी गांव डुखरी, डाकघर शालंग, तहसील व जिला कुल्लू
(हि0 प्र0) प्रार्थीगण।

बनाम

आम जनता

प्रतिवादीगण।

विषय.—प्रार्थना-पत्र जेर धारा 8(4) हि0 प्र0 रजिस्ट्रीकरण नियम, 2004 विवाह पंजीकरण बारे।

उपरोक्त मामला में प्रार्थीगण उपरोक्त ने इस अदालत में प्रार्थना-पत्र पेश किया है कि उन्होंने दिनांक 20-02-2014 को हिन्दू रीति-रिवाज के अनुसार स्थान डुखरी में शादी कर ली है और तब से दोनों पति-पत्नी के रूप में रहते चले आ रहे हैं परन्तु प्रार्थीगण द्वारा अपनी शादी का इन्द्राज सम्बन्धित पंचायत में नहीं करवाया है।

अतः सर्वसाधारण व सगे-सम्बन्धियों को इस इशतहार द्वारा सूचित किया जाता है कि किसी भी व्यक्ति को उपरोक्त प्रार्थीगण की शादी को सम्बन्धित पंचायत के अभिलेख में दर्ज करने बारे कोई उजर व एतराज हो तो वह दिनांक 09-04-2021 को सुबह 10.00 बजे या इससे पूर्व असातन या वकालतन हाजिर अदालत पेश होकर अपना उजर व एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर व एतराज प्राप्त न होने की सूरत में नियमानुसार शादी दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 06-03-2021 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

मित्रदेव मोहतल,
तहसीलदार एवं कार्यकारी दण्डाधिकारी,
कुल्लू जिला कुल्लू (हि0 प्र0)।

ब अदालत श्री मित्रदेव मोहतल, तहसीलदार एवं कार्यकारी दण्डाधिकारी, कुल्लू,
जिला कुल्लू (हि0 प्र0)

केस नं0 : 07/ME/T/2021

श्री राकेश कुमार पुत्र श्री भादर सिंह, निवासी गांव वस्तोरी, डाकघर भेखली, तहसील व जिला कुल्लू
(हि0 प्र0)।

श्रीमती मीरा देवी पुत्री श्री खेम सिंह, गांव रायल, डाकघर पीज, तहसील व जिला कुल्लू (हि0 प्र0) प्रार्थीगण।

बनाम

आम जनता

प्रतिवादीगण।

विषय.—प्रार्थना—पत्र जेर धारा 8(4) हि0 प्र0 रजिस्ट्रीकरण नियम, 2004 विवाह पंजीकरण बारे।

उपरोक्त मामला में प्रार्थीगण उपरोक्त ने इस अदालत में प्रार्थना—पत्र पेश किया है कि उन्होंने दिनांक 25-10-2019 को हिन्दू रीति-रिवाज के अनुसार स्थान रायल में शादी कर ली है और तब से दोनों पति-पत्नी के रूप में रहते चले आ रहे हैं परन्तु प्रार्थीगण द्वारा अपनी शादी का इन्द्राज सम्बन्धित पंचायत में नहीं करवाया है।

अतः सर्वसाधारण व सगे-सम्बन्धियों को इस इशतहार द्वारा सूचित किया जाता है कि किसी भी व्यक्ति को उपरोक्त प्रार्थीगण की शादी को सम्बन्धित पंचायत के अभिलेख में दर्ज करने बारे कोई उजर व एतराज हो तो वह दिनांक 09-04-2021 को सुबह 10.00 बजे या इससे पूर्व असालतन या वकालतन हाजिर अदालत पेश होकर अपना उजर व एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर व एतराज प्राप्त न होने की सूरत में नियमानुसार शादी दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 06-03-2021 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

मित्रदेव मोहतल,
तहसीलदार एवं कार्यकारी दण्डाधिकारी,
कुल्लू जिला कुल्लू (हि0 प्र0)।

CHANGE OF NAME

I, Amar Singh Thakur s/o Late Sh. Sant Ram r/o House No. T-15G, Railway Colony Shimla, District Shimla (H.P.) declare that in service record my name wrongly written as Amar Singh. Please correct it as Amar Singh Thakur as per my Aadhar Card and Education Certificates.

AMAR SINGH THAKUR ,
s/o Late Sh. Sant Ram r/o House No. T-15G,
Railway Colony Shimla, District Shimla (H.P.)